



THE ATRIUM GROUP

**Repairs and Maintenance
Policy**

Compliant with Scottish Housing Regulator's Regulatory Framework: 1.2, 2.1, 3.1,3.3, 4.3, 5.3

Compliant with Tenant Participation Strategy: Yes

Compliant with Equal Opportunities: Yes

Compliant with Business Plan: Yes

Date Approved: January 2024

Date for Review: January 2029
or earlier if required by changes in legislation or guidance, or if the Governing Body sees fit

Responsible Officers: Director of Investment

1.0 Introduction

- 1.1 This policy aims to address the requirements of the Scottish Government's Scottish Social Housing Charter which states:

Value for Money

Social Landlords manage all aspects of their businesses so that:

- tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

Quality of Housing

Social landlords manage their businesses so that:

- tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair; meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy;

Repairs, Maintenance and Improvements

Social landlords manage their businesses so that:

- tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

- 1.2 This policy outlines the principles that will be used by Atrium in the completion of repairs and maintenance with respect to reactive repairs including gas safety, in conjunction with best current practice guidance and legislation. This policy also outlines Atrium's approach in dealing with requests for alterations and compensation for improvements.
- 1.3 Atrium Homes will aim to ensure that the implementation of this policy is in accordance with the Equality and Diversity Policy.

2.0 Policy Objectives

- 2.1 The purpose of this policy is to set out Atrium's objectives in this area. These are to deliver an efficient, high quality, cost effective, professional maintenance function that also meets the expectations of Atrium's tenants.
- 2.2 The aims of the policy will be achieved by:
- a. Providing a prompt, economic and effective responsive repairs and maintenance service.
 - b. Managing effectively and promoting a quality housing service within the confines of available expenditure.
 - c. Maximising the use of resources by monitoring and controlling expenditure.
 - d. Minimising the proportion of expenditure on day-to-day repairs and maximising investment in planned maintenance
 - e. Achieving high standards of customer care and satisfaction by monitoring our contractors' performance regularly and enabling tenants to comment on every repair undertaken.
 - f. Maximising the life of its housing stock by ensuring it is always in a good state of repair.
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- g. Complying with all legislative, regulatory and contractual (including tenancy) obligations.

3.0 Legal and Statutory Requirements

- 3.1 Atrium's maintenance policies comply with all legislation, legal requirements, guidance and best practice in respect of the maintenance and repair of our housing stock.
- 3.2 In delivering its obligations under this Repairs and Maintenance Policy, Atrium will meet the requirements of key legislation, and any subsequent updated statute, such as:

- Housing (Scotland) Act 2014
- Disability Discrimination Act 2005
- Human Rights Act 1998
- Gas Safety (installation and use) Regulations 2018
- The Control of Asbestos Regulations 2012
- Building Standards (Scotland) Regulations 2001
- Equal Opportunities legislation
- Data Protection Act 1998
- The Charities and Trustee Investment (Scotland) Act 2005
- Scottish Housing Quality Standard

4.0 Authorisation of Expenditure

- 4.1 Authorisation of expenditure on individual repair or maintenance items, within overall annual budgets, is delegated to individual members of staff. The current levels of delegated authority are detailed in Atrium's Financial Regulations. The cost levels per item of work above which an estimate, quotation or tender must be obtained are also detailed in the Financial Regulations.

5.0 Contractors

- 5.1 Atrium Homes must be confident that all potential contractors have the ability to carry out the work required and meet our standards. Therefore, all contracts are awarded in line with Atrium Homes' Procurement Strategy.

6.0 Categorisation of Work

- 6.1 Atrium differentiates between the types of repair and maintenance:

- 6.2 Reactive Maintenance

These are repairs usually, but not always, minor in nature that arise on a day-to-day basis, and that require to be dealt with responsively. These are repairs which cannot be deferred for inclusion in planned maintenance programmes e.g. fused electrical points, burst pipes, broken windows, missing roof tiles etc.

- 6.3 Cyclical Maintenance

These are maintenance tasks carried out on a periodic basis to ensure the proper functioning of a component or installation, or to extend or protect a component or installation that is subject to cumulative wear e.g., external painting, gutter

cleaning, central heating servicing, electrical testing. Atrium's approach to cyclical maintenance is detailed within its Asset Management Strategy.

6.4 Planned Maintenance

These are major works carried out when the building components are no longer fit for purpose or working effectively and efficiently. Examples are full house rewiring, full roof replacement, full kitchen unit replacements etc. Atrium's approach to planned maintenance is detailed within its Asset Management Strategy.

6.5 Void Works

These are works carried out to a property when the property becomes void i.e. the tenant gives up the tenancy. Atrium will carry out various safety checks and ensure the property is upgraded to the 'minimum lettable standard' for the next tenant. Atrium's approach to void maintenance is contained within its Void Management Policy.

6.6 Adaptations

These are works carried out to individual properties to help occupiers who, for medical reasons, require adaptation works such as a wet floor shower instead of a bath, ramps for wheelchair users etc. The Scottish Government fund the majority of the work via stage 3 funding. Atrium's approach to medical adaptations is contained within its Medical Adaptations Policy.

6.7 The above descriptions are broad and there is a clear overlap in all areas but primarily this Policy relates to Reactive Maintenance (day to day repairs).

7.0 Reactive Repairs

7.1 Atrium aims to provide a high quality reactive repairs service that is easily accessible to all our tenants. Within the category of reactive repair, Atrium identifies five categories of work, determining status and response time:

- Emergency
- Emergency Repair – Out of hours
- Routine
- Right to Repair

7.2 Clear guidance will be provided to staff, tenants and contractors on what constitutes each category of repair and staff will address any abuses of the service that may occur.

7.3 Emergency Repairs

Atrium defines emergency repairs as:

“those repairs that are the landlord's responsibility and if left unattended would constitute a danger to life or limb or property, “

Procedures will be established to ensure that:

- emergency repairs are responded to within three hours and made safe and completed within 24 hours, subject to the availability of materials.
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7.4 Emergency Repair – Out of hours

Atrium defines call outs as:

“those repairs that happen outwith core working hours and may pose a threat to building/ property or the health/ well being of its occupants if not attended to as soon as possible.”

An out-of-hours callout service is available to tenants requiring an emergency repair when the office is closed. Tenants have access to a call centre open 365 days a year. Attendance is with three hours and made safe. If a further repair is required after this, the relevant response time is applied i.e. urgent, routine.

Tenants are made aware of the availability of the out-of-hours service and the circumstances in which it may be utilised.

7.5 Routine Repairs

Atrium defines routine repairs as:

“those repairs that can reasonably wait a short period of time to be addressed more cost effectively, without causing significant inconvenience to the tenant”

Procedures will be established to ensure that routine repairs are, in the main responded to and completed within 7 working days, subject to the availability of materials.

In some instances we may determine that a routine repair may be left for a longer period and included in a catch-up repairs contract where this can be done without risk of damage or major inconvenience e.g. leaking gutters, fencing repairs, minor joinery work etc.

7.6 Right to Repair

Under the Housing (Scotland) Act 2001, Scottish Secure Tenants have the right to have small urgent repairs carried out by Atrium Homes within a given timescale. The scheme covers certain repairs up to the value of £350.00. The qualifying repairs are detailed in the Appendices.

Atrium will establish procedures to ensure that:

- Tenants are advised when their reported repair is a ‘qualifying repair’ and the relevant timescale for its completion.
 - Right to Repair works are responded to and completed within the relevant statutory timescales, subject to the availability of materials, weather conditions etc. The Right to Repair period starts on the first working day after, either:
 - The date we receive the qualifying repair request from the tenant, or
 - Where we require to inspect the property, the date of inspection.
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8.0 Repair Responsibility

8.1 Atrium will differentiate between repairs on the basis of responsibility using the following criteria:

- Landlord's Responsibility
- Tenant Responsibility
- Other Agencies' Responsibility
- Shared Responsibility

8.2 Landlord Responsibility

Those repairs that are the responsibility of Atrium, either as the statutory obligations of a landlord, or through inclusion in the tenancy agreement or Tenants Handbook, will be carried out by Atrium within the timescales identified above.

In carrying out its obligations as a Landlord, Atrium will meet all legal requirements as defined in the Housing (Scotland) Act 1987, 2001, 2010 and 2014 and all other relevant statutes.

8.3 Tenant Responsibility Repairs

Atrium has determined that some minor repairs along with decoration and garden maintenance are the responsibility of the tenant and has detailed these in the tenancy agreement and Tenants Handbook. These are also included in the Division of Responsibility Chart in the Appendices.

Atrium has also determined that repairs brought about because of neglect or a deliberate act of a tenant or a member of his household or a visitor to his household will be the responsibility of the tenant.

We will clearly identify to a tenant reporting a repair, whether it considers the repair to be the tenant's responsibility.

In some instances where a tenant fails to carry out a repair for which he is responsible, we will instruct the repair and seek to recover the full cost from the tenant, including the administration cost to Atrium (see section 9 Rechargeable Repairs).

8.4 Other Agencies' Responsibility

The repair and maintenance of some aspects of Atrium's estates is the responsibility of third parties such as:

- the local authority (adopted roads and footpaths, grass verges etc)
- private enterprise (mains gas supply or electricity supply)
- quangos (sewerage, water supply)

Atrium will co-operate with other agencies in effecting access for maintenance or repair of equipment needed for the supply of services to properties.

Atrium will report to the relevant agency repairs that are its responsibility and pursue them to a conclusion.

8.5 Shared Responsibility

Atrium's estates are multi tenure and often repair responsibility for particular areas may be shared between Atrium and other owners. Atrium will co-operate with other owners in the maintenance of common areas.

9.0 Rechargeable Repairs

9.1 Where the need for a repair is identified which is the tenant's responsibility, i.e. as a result of vandalism, neglect etc, or where no action by Atrium could result in damage to the property, we will undertake a rechargeable repair. Clear advice will be provided to tenants when such a repair is identified in relation to:

- Their responsibilities under the terms of the Tenancy Agreement
- Obtaining their written agreement prior to any work being instructed, unless in an emergency
- Recovery of sums due in line with Atrium's Debt Management Policy

9.2 In all but extenuating circumstances, no repairs will be carried out until the tenant has made payment in full. However, in some emergency or health and safety situations Atrium may have no option but to carry out any required repair work immediately.

10.0 Pre and Post Inspections

10.1 We will aim to ensure quality control of reactive repairs by implementing pre inspections. orders. Repairs are pre inspected when one or more of the following criteria applies:

- The nature of the work is not clear
- The works are complex or technical in nature

10.2 Post inspections are also undertaken. Repairs are post inspected when one or more of the following criteria applies:

- The tenant is dissatisfied in any way with the repairs
- Where it is deemed necessary to inspect for cost and quality purposes.
- When more complex follow on repairs are necessary.

10.3 The results of the post inspections will be considered when reviewing contractors' performance.

11.0 Performance Monitoring and Reporting

11.1 In order to assess the cost effectiveness and the efficiency of all aspects of the repairs function, the following areas will be monitored monthly :

- Number of job lines issued in a period.
 - Number of jobs completed within response times.
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- Repair costs against budgets.
- Customer satisfaction surveys.

11.2 Atrium will report on performance of these measures to Investment Sub-Committee on a quarterly basis.

12.0 Gas Safety

12.1 Atrium places a high priority on complying with its responsibilities as a landlord to carry out annual safety inspections of gas appliances. Valid safety certificates must be in place continuously for every property that Atrium owns. Regulations state that Gas Safety checks must be carried out at intervals of no more than 12 months.

12.2 Atrium will retain records of all Gas Safety Checks for two years. The records will contain all of the information specified in the Regulations.

12.3 Not more than 44 weeks after the date on the valid safety certificates, tenants will be given notice that a safety inspection is due and an appointment offered.

12.4 Gas no access procedures will be established to ensure that all properties have a valid and continuous gas safety certificate, regardless of whether tenants allow access. In some cases this may result in instructing a contractor to cap the gas supply externally, or forcing access to cap the gas supply internally.

13.0 Tenant Alterations and Improvements

13.1 Atrium recognises that tenants may wish to carry out alterations and improvements to their home. The right of a tenant to carry out alterations and improvements to their home is laid down in Atrium's Scottish Secure Tenancy agreement. Atrium shall fully support its tenants' right to carry out improvements. Applications to carry out improvements (other than internal decoration) shall be made in writing to Atrium and considered by Investment staff and approval shall not be unreasonably withheld.

13.2 Permission will normally be granted subject to the following conditions:

- Atrium must be satisfied that any proposed improvements will meet relevant standards of safety and workmanship.
 - The work will not detract from the future letting of the property.
 - Within 28 days of receipt of an application, the applicant will normally be advised of whether the alteration can proceed.
 - An inspection will be required before any work proceeds and will be required upon completion.
 - On termination of a tenancy, we shall have the power to make a payment to the tenant where we consider it to be appropriate in respect of any work carried out by the tenant.
 - If an applicant is not satisfied that an application to carry out an improvement has been refused, then the tenant shall have the right to appeal that decision.
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13.3 Unauthorised Alterations or Improvements

It is a tenancy condition that consent must be obtained in writing before a tenant commences any improvement. If a tenant carries out an improvement without obtaining written permission, Atrium may give retrospective permission subject to the tenant making a written application within 28 days of being instructed to do so.

13.4 Further action will be taken if:

- The improvement has already been carried out and the tenant refuses to make an application
- The tenant is refused permission on application and does not reinstate the property to its original condition
- The quality of the workmanship or the materials used are below a required standard.

13.5 In the above situations Atrium may proceed with legal action.

14.0 Tenant's Right to Compensation for Improvements

14.1 The Scottish Secure Tenants (Compensation for Improvements Regulations 2002) legislation was introduced following the Housing Scotland Act (2001), to allow tenants who have made certain improvements to their home to request compensation for the improvements which are deemed to be qualifying improvements. Tenants are entitled to be compensated for the cost of those works when the tenancy comes to an end.

4.2 "Qualifying Works" are only those works which were started after 30 September 2002.

4.3 Compensation is not payable when any of the following criteria apply:

- The work was carried out without Atrium's consent
- The value of work is less than £100
- The tenancy has been terminated by a court order
- The tenant is exercising Right to Buy (please note that, the right to buy scheme was abolished in 2016)

4.4 A tenant must lodge their claim for compensation in the period from 28 days before termination of the tenancy to 21 days after. We will assess the appropriate compensation based on the regulations that apply at that time and our response will be issued within 28 days.

15.0 Aids and Adaptations

15.1 Adaptations have an important part to play in terms of helping to ensure that our housing stock can be as responsive as possible to the changing needs of those living within the community, thus allowing people to remain within their own homes. Atrium aims to maximise the availability of housing for people with diverse needs and recognises that adapting houses can have a significant positive impact on the health and well being of individuals and their households.

15.2 Atrium's Medical Adaptations Policy outlines how Atrium deals with requests for Medical Adaptations.

15.3 Where Atrium has installed additional or specialised equipment or facilities, these will be maintained in accordance with this Policy. In the event that any such additions are no longer required for the person for whom they were provided, Atrium will consider whether it is appropriate or practical to remove them and make them available to another household.

16.0 Complaints

16.1 If a tenant has a complaint about the operation or delivery of the Repairs and Maintenance Service, the complaint should be lodged for our consideration. The complaint will be handled in line with Atrium's two stage complaints procedure and actioned within those prescribed timescales.

17.0 Policy Review

17.1 This policy will be reviewed at least every five years and in response to changing legislative requirements.

APPENDICES

Responsive Repair Definitions

(a) Emergency

Emergency repairs are defined within the existing policy as 'those repairs that are the landlord's responsibility and if left unattended would constitute a danger to life or limb or property'. Emergency repairs are those where there is a hazard to life, a safety hazard or the potential for more extensive damage to property. Where there is an immediate risk to life or limb arrangements will be made with the contractor to remove the danger as quickly as possible. This would include plumbing and electrical faults that would represent a danger to health and safety (e.g. no heating or hot water emergency during winter months) as well as repairs necessary to secure a property (e.g. board a broken window).

The list below details the repairs which are classed as emergency items and should be responded to within 3 hours and services restored within 24 hours allowing for difficulties in obtaining parts or adverse weather. The list is not intended to be either comprehensive or exhaustive.

Trade	Repairs request	Comments
Electrics	No stair lighting to complete close	Trace and repair electrical fault
	Safety Detectors including Smoke alarms/carbon monoxide alarms continually beeping	Trace and repair electrical fault
Plumbing	Blocked drain or soil pipe causing a serious leak of sewage into dwelling	Clear blockage. Possible tenant recharge
	Taps running full bore	Turn off water supply to tap - tenant can do this. Possible recharge
	Broken or missing manhole cover	Make safe
	Hot water from overflow	Make safe
	External burst pipes/overflows causing icy conditions	Make safe
Joiner	Broken windows/glass	Board up. Possible tenant recharge
Gas	Gas leak/smell of gas	Isolate gas supply. Investigate source of leak
Builder	Dangerous chimneys, pots, slates, roof tiles, walls, ceilings, buildings, gutters and water pipes	Investigate and make safe
	Water ingress	Investigate if weather conditions permit and make temporary repair

Callout Repairs

Atrium defines callout repairs as “those repairs that happen outwith core working hours and may pose a threat to building/property or the health/well being of its occupants if not attended to as soon as possible.” Repairs in this category should be responded to within three hours to be made safe and follow on repairs categorised using the standard definitions.

Urgent Repairs

Atrium defines Urgent repairs as ‘those repairs that if left unattended for a lengthy period would unacceptably infringe or interfere with the normal occupancy and use of the property and would cause an adverse effect on the fabric of the building’. Used where there is no immediate risk or threat to tenants but where failure to act quickly could lead to risk for tenants or property. Repairs in this category should be responded to and completed within 3 working days. The list is not intended to be either comprehensive or exhaustive.

Trade	Repairs request
Plumber	No hot water
	Leaking toilet
	Leaking radiator
	Running overflow
Joiner	Faulty Yale lock
Electrician	Faulty light switch, socket or pendant
	Partial close lighting
	Broken door entry system
Builder/Roofer	Storm damage

Routine Repairs

Atrium defines routine repairs as ‘those repairs that can reasonably wait a short period of time to be addressed more cost effectively, without causing significant inconvenience to the tenant’. Policy also says that in some instances Atrium may determine that a routine repair may be left for a longer period and be included in a catch up repairs contract where there is no risk of major inconvenience or damage.

All other repairs that do not represent a danger to either the tenant or the property would be classed as routine repair. Routine repairs are minor day to day repairs for items not affecting health, safety or security and should be responded to and completed within 7 working days. The list is not intended to be either comprehensive or exhaustive.

Trade	Defect
Plumber	WHB loose/unstable
	WHB or bath cracked/damaged
	Bath panel loose or broken
	Seal leaking around bath/whb etc
	Dripping tap
	Toilet not flushing but another WC in property
Joiner	External door sticking/jammed
	Floorboards loose
	Window sticking
	Water penetration at window
Electrician	Light switch not working
	Socket not working
Builder	Blocked/leaking gutter
	Fencepost missing/broken
	Smelling drain

Right to Repair

The scheme covers certain repairs up to the value of £350. These repairs are known as 'qualifying' repairs and their response times are laid down in statute.

Defect	Response Time (max days)
Blocked flue to open fire or boiler	1
Blocked/leaking foul drains, soil stacks, toilet pans (where there is no other toilet in the house)	1
Blocked sink, bath or basin	1
Complete loss of electric power	1
Partial loss of electric power	3
Insecure external window, door, lock	1
Unsafe access path or step	1
Leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Toilet not flushing (where there is no other toilet in the house)	1
Unsafe power or lighting socket or electrical fitting	1
Complete loss of water supply	1
Partial loss of water supply	3
Loose or detached banister/handrail	3

Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working (where there is no external window or door)	7

DIVISION OF REPAIR RESPONSIBILITIES

	LANDLORD	TENANT	EXCEPTIONS
Bathroom			
Bath/WHB/WC Bowl	✓		
Cistern	✓		
Taps & washers	✓		
Water Heating	✓		
Shower Unit		✓	Unless Medical Adaptation/or Installed by the Landlord
Toilet Seat		✓	
Replacement sink plug & chain		✓	
Doors (External)			
Door & Frame	✓		
Door Lock	✓		Unless Tenant has lost or broken keys
Door Handle & hinges	✓		
Door Glass	✓		
Door Draught Excluder	✓		
Door Bell & chain		✓	Unless installed by the Landlord
Door Nameplate Spy-hole/Viewer		✓	Unless installed by the Landlord
House Keys		✓	

	LANDLORD	TENANT	EXCEPTIONS
Doors (Internal)			
Door & Frame		✓	Subject to inspection
Ironmongery		✓	Subject to inspection
Doors (Communal)			
Door/Frame/Ironmongery	✓		
Controlled Entry Panel	✓		
Electrical			
Wiring circuit, sockets & switches	✓		
Fuse Box, Mini Circuit Breaker (MCB)	✓		Unless the system has tripped due to tenant's faulty appliance
Immersion heater	✓		
Lighting pendant & fitting	✓		
Extractor Fans	✓		
Smoke Detector	✓		
Communal TV aerial	✓		
Plugs		✓	Including fuses
Light Bulbs		✓	Where it is a common facility
TV aerial		✓	
Heating			
Electric Storage System and panel heaters	✓		
Gas Central Heating	✓		
Gas & electric fires		✓	Unless installed by the landlord. Atrium will annually safety test any remaining gas fires.
Back boilers	✓		
Gas pipes	✓		
Kitchen			
Cooker Gas & Electric		✓	
Kitchen Units		✓	Subject to inspection
Washing Machine fittings		✓	Unless fitted by the Landlord

	LANDLORD	TENANT	EXCEPTIONS
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Plumbing	✓		
Blocked sink, bath or toilet	✓		
Down pipes, Gutters & overflows	✓		
Drains	✓		
Hot & Cold Water Supply	✓		
Windows			
Glass, frames, sills, safety catches, handles and locks	✓		
Trickle Vents	✓		Unless blocked by tenant
Structure			
Brickwork, roughcast & plasterwork	✓		
Damp proof course	✓		
External Woodwork (fascias, soffits)	✓		
Ceilings & Floors	✓		Except decoration and floor coverings
Roof & roof tiles	✓		
Stairs/ handrails & banisters & external steps	✓		
Bin Store	✓		
Clothes Poles	✓		
Fencing (boundary)	✓		
Gates	✓		
Loft hatch	✓		
Painting external	✓		
Parking areas (communal)	✓		
Path to garden	✓		Communal access or rear door
Path to main access & driveways	✓		Unless laid by tenant
Retaining walls (provided by landlord)	✓		
Home Alarm Systems		✓	
Fencing (divisional)		✓	Unless a hazard
Garages and garden sheds		✓	Unless provided by the Landlord
Internal decoration		✓	
Ropes for clothes drying		✓	
Rotary dryers		✓	Unless provided by the Landlord
Satellite dishes		✓	