

## **Schedule 6**

### **Policy for Managing Agents to undertake responsive maintenance services on the London & Quadrant schemes under their management**

#### **Option 2 Repairs Model Criteria**

##### **Introduction to the policy**

As part of the Agency charging process review, agencies are being offered the option to carry out their own responsive maintenance service, including void works, at the scheme(s) in their management for which the Agent will be given an additional allowance from the rental income collected.

Against the background of the Trust's strict legal and contractual maintenance obligations to its tenants, our permission to pass over the responsive maintenance responsibility, including void works, will be subject to scrutiny of the Agent's ability to undertake this role, in accordance with the criteria listed further below within this document, and ongoing performance monitoring.

This policy has been drawn up to assist in the assessment of any Agent wishing to carry out the responsive maintenance service.

This will include an assessment of:

- the Agent's policies and procedures,
- the Agent's current technical capacity to carry out their own maintenance service,
- financial capacity to commit works orders and
- all matters of probity and governance applicable to the issuing of contracts.

The scope of this policy is restricted to responsive maintenance services, inclusive of void works. It is not intended to cover small works already set out as the agent's responsibility under the management agreement within the Repair Responsibility Schedule, nor to cover cyclical maintenance or stock renewal works, for which the Trust normally retains responsibility. Landlord responsibilities in respect of the annual servicing of gas boilers, lifts, fire alarms and electrical checks will not be delegated to the agent and the Trust will also retain responsibility in all cases for servicing these items and any associated repairs.

The Trust will review the operation of this agreement on an annual basis. Any significant failure on the part of the Agent will result in a deadline to rectify, which, if unsuccessful will result in the service returning to the Trust under Repair Option 1. The Trust will retain the right to take back the responsibility for maintenance on summary notice for gross breach of this agreement.

##### **Housing Corporation Requirements**

As part of its ongoing responsibility as landlord the Trust must adhere to all the requirements of the Regulatory Code and Guidance and the Charter for Housing Association Applicants and Residents. In carrying out the maintenance service the Agent is performing a landlord responsibility on the Trust's behalf. The Agent must therefore demonstrate its understanding of those regulations and a commitment to adhering to them, including an understanding of the requirements of Schedule One of the Housing Act 1996 - Maintaining Standards of Probity

It is an expectation of the Housing Corporation that managing agents who undertake the responsive maintenance responsibilities are able to provide regular key performance indicators (KPIs) to both the residents and the Trust. These relate to targets set by the Trust. The Agent must be able to deliver these quarterly to include a full schedule of all works completed.

These KPIs will cover the following areas: -

- Repair turnaround times – details as follows:

Emergency Repairs to be completed within 24 hours	At least 95% of these repairs must be completed on time to meet the Trust's target for repairs of this type.
Urgent Repairs to be completed within 5 working days	At least 92% of these repairs must be completed on time to meet the Trust's target for repairs of this type.
Routine repairs to be completed within 20 working days	At least 90% of these repairs must be completed on time to meet the Trust's target for repairs of this type.

Details of the types of repairs which fall into the above categories are shown in Appendix 1 of this document.

It will be necessary for the Agent to be able to demonstrate to the Trust that it has the systems in place to be able to provide the relevant information in an accurate and timely manner. Note: The time for the completion of the work will commence from the time at which the resident notifies the Agent that the repair was required.

- Void Turnaround times – average weeks void, and voids %
- Customer satisfaction levels – Trust's or Agent's methodology agreed by Trust
- Complaints/compliments – Trust's or Agent's methodology agreed by Trust
- Legal/Disrepair cases and progress – cases reported individually

The Agent will be required to submit a KPI report at the end of each quarter which details the above information set against Trust Targets as notified from time to time.

### **Criteria for Agencies to carry out a responsive maintenance service**

In order for permission to be granted for an Agent to undertake the responsive maintenance service:

1. The Agent must have in place systems for technical diagnosis (whether in-house or on a fee paying basis), quality control and systems of recording and monitoring.
2. The Agent must keep in place adequate insurance cover: public liability, employer's liability, and indemnities. The Trust will specify appropriate limits of cover and may inspect policies.
3. The Agent will be responsible for ensuring that all its contractors carry adequate insurance cover (£5million) for their areas of work.
4. The Agent must have satisfactorily passed all existing financial viability criteria before entering into this agreement.
5. The Agent must provide a quarterly schedule (in arrears) of all works carried out at the property, in a format agreed by the Trust.
6. The Agent must operate a structured complaints policy in accordance with accepted good practice. The policy must include response targets agreed by the Trust. The Agent's policy must allow for a resident to initiate a complaint through its internal procedures before escalation to the Trust.

7. The Agent will ensure that residents are able to report on satisfaction of each repair undertaken by its contractors in accordance with Trust policy or Agent's policy if agreed by the Trust.
8. The Agent will operate a legal and disrepair process for dealing with litigation cases to ensure the interest of the Trust is protected at all times.
9. The Agent must maintain separate maintenance records for each scheme and provide an annual return documenting all work carried out, including expenditure. This will be reviewed by a Surveyor of the Trust in conjunction with the annual site inspection.
10. The Agent must accept an annual site inspection by a Surveyor of the Trust for each property subject to this agreement,
11. The Trust must satisfy itself that the Agent is competent to place maintenance orders, both in ability to identify the correct repair and in properly allocating the contract: The Agent must demonstrate its ability to implement an effective maintenance policy, which must include
  - the ability to monitor and regulate the work of their contractors
  - notifications to tenants
  - appointments (minimum am/pm call)\*(see 12 below)
  - the provision of an out of hours service that is able to cover all new areas of responsibility
  - quality control
  - tenant satisfaction
  - post work inspections
  - provision of Key Performance Indicators on a quarterly basis to demonstrate their performance against targets
12. The Agent must operate an appointment system for residents which reflects that currently provided by the Trust. These will affect all Category 2 and 3 orders. Residents will be provided with an appointment at the time of contact with the Agent's repairs helpdesk or equivalent.
12. The Agent must produce a comprehensive maintenance policy document and must identify a lead officer for maintenance issues. In a single scheme this might be a scheme manager, however for larger agencies this role would most usually be a central person.
13. The Agent must have a policy for business continuity in the event of a significant emergency such as fire, flood, structural failures, long term electricity failures and comprehensive procedures for dealing with resident decant.
14. The Agent should have a rota system for out of hours cover to ensure resident issues are dealt with promptly and effectively and appropriate advice and information is relayed.
15. The Agent must demonstrate its ability to achieve value for money, competitive prices and probity in the issuing of maintenance orders (e.g. by policies on tendering, range of contractors, SOR, transparency and accountability) and an emergency and out of hours service. These would usually form part of a comprehensive maintenance policy.
16. Where the appointment of a handyman/woman is part of the proposals there must be clarity at the outset as to the extent of their scope, which must be agreed in writing with the Trust. The restrictions of Schedule One apply to this role.
14. The Trust's Standing Orders require all contractors who work with them to be registered with Constructionline<sup>1</sup> and/or the London Equal Opportunities Federation <sup>2</sup>(LEOF) BME online database

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<sup>1</sup> Constructionline is a database of pre-approved contractors and consultants, accessed via the Internet. In the database, companies are listed in categories relating to the type of services that they provide i.e. building finishes, general construction work – building; mechanical installations; architecture; surveying

safebuild.com. These organisations ensure that certain legal and financial checks are made on behalf of prospective employers. However, it is recognised that agencies may wish to use their own preferred contractors. This will be permitted provided that the Agent takes full responsibility for the management of the contractors and ensuring that the necessary legal and financial checks are valid and in place. Each contractor must be appropriately vetted by the Agent for suitability and competence. The following items should be considered:

- I. The contractor's status as a properly constituted building company
  - II. The contractor's references
  - III. The contractor's relevant experience working in social housing properties.
  - IV. The contractor's Health & Safety policy and how it will apply to the areas of work applicable to the contract
  - V. The contractor's current and valid insurance details. This should include an appropriate level of public liability cover, minimum £5million
  - VI. The contractor's equal opportunity policy
  - VII. The contractor's data protection policy
  - VIII. The credit rating of the contractor, where appropriate.
15. In line with the Trust's regulations each contractor should sign and agree to carry out work in accordance with the 'Code of Conduct for maintenance contractors' This document will be provided to the Agent upon request, and it provides details of the way in which the Trust expects contractors to conduct themselves. The document makes particular reference to the following important items:
- The Trust's Equal opportunities and diversity statement
  - The Trust's Data protection policy
  - Health and safety
  - The Trust's promises to residents
  - Repairs and maintenance charter
16. Every operative working within a property belonging to the Trust is to be given a copy of our 'What we expect' card. This is addressed to the operative and clearly provides a message for people working in the Trust's homes. These will be provided to the Agent upon request.

## Repair order priorities for occupied properties

### (a) Category 1 – Emergency (within 24 hours)

Only to be used in the following circumstances:

- The defect presents an immediate danger to the occupant or members of the general public e.g. loose or falling brickwork, tiles etc., gas leaks, electrical fault likely to cause shock or fire.
- Further damage will be caused to the property if the repair is delayed and/or presents a health hazard e.g. burst pipes, severe roof damage, drainage problems causing waste water to back up or flood entrance paths.
- There is a high security risk (voids as well as occupied properties) e.g. break-in through entrance door or other easily accessible entry point.
- “Make safe” repairs to the homes of victims of harassment or domestic violence.
- Where the resident is considered to be vulnerable a Category 2 job may be issued as a Category 1 job as an emergency.

All orders under Category 1 are to be placed by telephone to a contractor, who can confirm attendance within the specified time. The contractor must be given a repair order number, which is to be marked “confirmation order” and dispatched in the normal way. The aim of emergency repairs is to make safe, which may mean that only a temporary repair is carried out, with the permanent repair being placed in another category.

Note: The time that the repair request is received from the resident will be recorded, from this time the ‘clock is ticking’ and the work must be completed within the timescale. It is important that when the contractor reports that the job is completed that they confirm the date and time of completion.

### (b) Category 2 – Urgent (within 5 working days)

For repairs not covered by the above, but requiring priority attention:

- Faults causing considerable inconvenience or risk to the occupants e.g. blown fuse to an electrical circuit, loose or damaged stair tread or hand rail, defective multi-point or central heating boiler, loss of staircase lighting, blockages to sink/bath/basin, non flushing WC.
- Minor structural faults likely to create further damage in the short term, e.g. missing or slipped slates, dripping pipe or waste.
- Low security risk or defective means of escape e.g. front entrance or fire door needing easing and adjusting.

### (c) Category 3 – Essential (within 20 working days)

For all other essential routine repairs not in priority 1 or 2.

**Date of revision**

**Confirmation of revised schedule to confirm agreement of maintenance responsibilities-**