

Resident Engagement & Consultation Procedure

Planned Maintenance

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1. Procedure information

Date of issue	February 2024 (1 st Draft)
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Responsible Director	Executive Director of Assets & Development
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2. Procedure Statement

SLH is committed to ensuring that all our homes are maintained to a high standard. We do this by carrying out minor repairs (responsive repairs) when something breaks or undertaking annual planned works for the replacement of larger components in the home, when they have reached the end of their usable life (lifecycle).

This Procedure is in place to provide clear and concise guidance on how SLH identifies when and what planned works will be carried out each financial year and how SLH and its contractors will engage and consult with tenants when planned works are required in their home.

The Procedure will also outline our responsibilities to Leaseholders for consultation for any planned works as per Section 20 of the Leasehold and Tenants Act.

The Procedure will also outline our approach to requests from tenants to undertake improvement to their own home.

3. Procedure aims

The aims of this procedure are to:

- Engage and maintain communication with our customers through consultation with tenants and leaseholders when appropriate and to work in partnership with our contractors
- Ensure that planned maintenance activities protect the assets of SLH, providing a good quality, safe and secure home.
- Ensure works carried out are undertaken safely, effectively and efficiently, in compliance with current legislation and recognised good practice
- Ensure that planned programmes of work operate within the requirements of the Business Plan, providing VFM using quality products that adequately provides for the maintenance of the housing stock.
- Ensure that the needs of our tenants/their families and their individual needs are recognised, is treated fairly and with respect at all times.

4. Planned Maintenance

Planned maintenance is the replacement or upgrade of external or internal components or fabric of a property or the communal areas, which have come to the end of their useful economic life. Planned maintenance should be predictable and therefore capable of forward planning to allow the financial resources required to be realised in advance and planned into budget requirements accordingly.

SLH undertake a stock condition survey on every property once every 5 years. This survey enable us to ascertain the age and condition of the property. Any work or replacement of components is identified and programmed in advance over a 5 year period and subsequently over the next 30 years of the property and is included in the 30 year Business Plan.

There may be occasions where there are ad-hoc replacements of components required and SLH will budget annually for such works. This can include boiler failures ahead of the end of an anticipated life cycle or kitchens/bathrooms requiring renewal in empty properties.

Planned maintenance includes works such as kitchen/bathroom renewal, the installation of new boilers and the upgrade of electrical wiring in properties, to renewing communal rainwater goods or roofs on common or individual properties.

SLH has adopted property components life cycles in accordance with the Governments Decent Homes Standard, which assist in the planning of when replacement elements are required. Life cycles detail the expected life span of each component and are detailed in Appendix 1.

5. Major Works

Major repairs are defined as large repairs with significant costs that usually happen unexpectedly, e.g. as a result of fire, flood or storm damage, or major building defects that appear often after a number of years e.g. affecting flooring, foundations, roofs etc.

In the event of a Major repair which requires emergency/urgent action, the opportunity to carry out consultation will be limited. In that event SLH will make safe and secure the property(s) and instruct the appropriate contractor to undertake the works as required without seeking quotes or tenders. .

Properties where the damage put the occupants at risk, will be require SLH to implement its Decant Policy. This is covered in section 9 of this procedure.

6. Tenant Consultation

Once the Annual programme & Budget has been approved by Board. Programme Planning and consultation should commence and the following process should be followed:

In the event of planned works, which will require access to the home and/or choices to be made, the following process will be implemented:

	Action	Timescale
1.	Address list produced for each workstream by Asset Management Team	January
2.	Contractor issued address list, which should highlight any vulnerable tenants (if known)	January
3.	Contractor writes to each tenant to inform them of the works and to arrange to carry out a survey to their home (within 21 days or as agreed with tenants)	February
4.	Contractor completes the survey, Photographs of property taken, any preference of when tenant would prefer the works to be completed.	Feb/March
5.	Contractor to provide SLH with a programme of work for the year broken into four quarters of the year.	March
6.	8 weeks in advance of the Quarter programme. A letter will be issued to the tenant to advise when works are planned and the TLO (Tenant Liaison Officer) will visit the tenant to obtain all essential information and conduct the pre-entry survey report. E.G Any vulnerabilities recorded, will the tenant need additional support during works, would it be more appropriate to decant the tenant.	4-8 weeks prior to works starting
7.	In the event that the tenant is highlighted as needing a decant/temporary accommodation, the TLO will refer this through to the Neighbourhood Management Officer. The NMO will speak with the customer and follow the Decant policy	Within 7 days of visit (24 hours if urgent)
8.	During the TLO visit any choices (where required) will be made, the tenant will be given key contacts for the duration of the works and advice given on what they need to do to prepare for the work (moving valuables, fragile items, pets etc). Tenant to sign pre-entry document. The tenant will receive a telephone call 7 days prior to the expected start date to confirm that works are proceeding.	During TLO visit
9.	Details on how tenants are expected to co-operate with the contractors and details of how to make a complaint.	During TLO visit
10.	When works have been completed the tenant will be given the opportunity to complete a customer satisfaction survey.	Within 7 days
11.	If the customer is not happy with the quality of the work, they can request an inspection by SLH's asset surveyor.	14 Days

12.	SLH will undertake a 10% quality check on all workstreams, these will be recorded and reported to SLH as part of our performance monitoring of contractors.	Within 28 days after completion
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External/Communal Works

In the event of works being carried out that does not require access inside the tenants property (i.e. external or communal works). The following process will be followed:

Item	Action	Timescale
1.	Address list produced for each workstream by Asset Management Team, Asset team to identify if there are any Leaseholders in the Buildings which would require Section 20 consultation being undertaken.	January
2.	Contractor issued address list, which should highlight any vulnerable tenants (if known)	January
3.	Contractor writes to each tenant to inform them of the works and what the timetable is for completion, where there is an element of choice (communal painting, etc) The contractor will arrange for an onsite meeting and/or survey to be completed. Where there is a communal choice required, the majority vote will be implemented. Details on how tenants are expected to co-operate with the contractors and details of how to make a complaint.	4-8 weeks prior to works starting
4.	When works have been completed the tenant will be given the opportunity to complete a customer satisfaction survey.	Within 14 days
5.	If the customer is not happy with the quality of the work, they can request an inspection by SLH’s asset surveyor.	14 Days
6.	SLH will undertake a 10% quality check on all workstreams, these will be recorded and reported to SLH as part of our performance monitoring of contractors.	Within 28 days after completion

7. Compensation & Complaints

We recognise that undergoing major works in and around the home can be disruptive and sometimes noisy depending on the works we undertake. We will try where possible to minimise the impact of this on the tenant and their family but we cannot eradicate it altogether.

During the works, the key point of contact will be the Tenant Liaison officer, they will be responsible for dealing with any areas of dissatisfaction. They will also take pictures of the room(s) where the work is being carried out.

The contractor carrying out the works will be expected to protect the furniture/floor coverings, clean up at the end of each working day and make sure the tenant has access to W.C, sink, cooker/microwave where necessary.

SLH will promise to “make good” any areas affected following the works being completed. For example if the decoration is disturbed, we will repaint/wall paper

where necessary, this would not include redecorating the whole of the room unless the whole room has been affected by the works.

If in the event any furniture or appliances get damaged during the works, we will reimburse you the cost of its repair or replacement. With regard to flooring and carpets, again we will make good/clean rather than replace, where necessary.

If either during the works or after the works have been completed, the tenant is unhappy with any parts of the process or indeed the quality of the work, the tenant can make an formal complaint through our complaint process.

8. Leaseholder Consultation

Where communal works are required in a building, where there are Leaseholders and the costs are likely to be more than £250 per leaseholder. SLH has a legal duty under the Landlord and Tenant Act 1985 to engage and consult, this is known as Section 20 consultation.

Section 20 consultation process is a procedure that gives leaseholders the opportunity to have their say on the proposed works and their costs. The consultation has 3 stages:

- Notice of Intention to carry out works, which details the works and invites leaseholders to comment and nominate a contractor.
- Statement of estimated costs, which provides the quotes from the contractors and invites leaseholders to make observations.
- Notice of reasons, which explains the choice of contractor and responds to the observations

The timescales for how long leaseholder consultation will take, may take a number of months depending on a number of factors:

- leaseholders have 30 days to respond to a notice of intention served by SLH
- if a contractor is nominated by a leaseholder(s) the contractor may need to be invited to tender;
- if contractors nominated by leaseholders submit a tender, landlords will need to check whether the contractor meets the necessary criteria;
- SLH will have to demonstrate due regard to observations from leaseholders;
- SLH must make a summary of the observations and responses to the notice of intention (first notice), which must be sent to leaseholders with the notice of landlord's proposals or statement of estimates (second notice) ;
- leaseholders have a further 30 days to respond to the notice from SLH proposals served at the tender stage.

9. Tenants Own Improvements

Tenants sometimes want to make improvements to their homes and gardens. In these cases you must contact SLH with details of the improvement before making any changes.

SLH will consider your plans and respond within 28 days either giving consent or detailing why permission has not been granted. This is to protect the integrity and safety of your home and to protect you as a tenant.

SLH will not be responsible for the repair and maintenance of any alteration or improvement made by the tenant. If the tenants proceeds with any improvement without consent, then SLH will recharge the tenant if the works have not been carried out in accordance with our specification/safety requirements.

We will pre and post-inspect all completed works and reserve the right to carry out any remedial works as necessary if we believe the work has not been carried out properly, endangers health and safety or does not comply with our consent. Any remedial works will be recharged to the tenant.

Assured or secure tenants may claim compensation for improvements they have carried out to their homes when they are leaving. Prior permission must have been obtained for a 'qualifying' improvement and residents can claim for the cost of materials and labour costs. Claims under £50 will not be considered and the maximum amount payable is £3,000.

Claims for compensation for improvements must be made in writing 28 days before the end of the tenancy or up to 14 days after the tenancy has ended. Please note you will not be eligible for compensation for home improvements if you move out by way of mutual exchange.

Original receipts or proof of financial transactions must be produced, and the improvement must still be in good condition and full working order. Any sum payable will be offset against any outstanding rent arrears or sundry debts before payment. Payments can also be adjusted if undue wear and tear has been incurred or any other defects to the improvement exist at the end of the tenancy

10. Decanting Residents

There may be occasions when tenants will be required to move from their permanent home into alternative accommodation. This is known as a 'decant', decants can be temporary or permanent, depending on the circumstances.

These circumstances could include major works, emergency repairs or improvements to a property, where the extent of the works means that the tenants cannot stay in their home temporarily.

If during the pre-entry survey or in emergency situations, a tenant is identified of being in need of a Decant, then SLH's Decant policy will be enacted. The decanting of the tenant will be led by the Neighbourhood Management Officer.

11. Refusals of works

SLH has a duty to maintain and improve its properties, but we also recognise that this is a tenants home. Tenants do have the right to refuse to have planned maintenance or major works undertaken in their home, but only in certain circumstances.

Work which is required to maintain the health, safety and integrity of the building must be carried out. We understand that sometimes having disruptive work being undertaken may not always be convenient, so we are happy to rearrange this work for a date which is more convenient, as long as you ask for this during the survey stage.

If the tenant refuses improvement works which are not of a critical nature (e.g. kitchen replacement), we will remove your property address from the programme for 2 years. After the 2 year has lapsed, the property address will be added to the following years programme and will not be deferred again.

12. Standards and Performance Monitoring

The following standards are in place to support the aims of this procedure:

- Annual Planned maintenance programmes will be agreed annually and our website will be updated to reflect the forthcoming programme.
- Tenants who are due to receive works, will receive a letter between January - March to notify them they are on the programme, detailing what works and advising them that a survey of the home will be required.
- Within 28 days of the survey tenants will be advised if/when the works will be planned in for the year.
- Leaseholders will be consulted in accordance with Section 20 consultation requirements.
- SLH's Asset Surveyor will undertake a 10% Quality Inspection within 14 days of the works being completed.
- A tenant satisfaction survey will be completed at the end of the works to assess satisfaction with the service.
- An annual report will be presented to SLH Group Board detailing the performance, costs and satisfaction of all planned works.

13. Procedure Review Considerations

Equality Analysis

An equality analysis was completed on the impact of this procedure on tenants. Any recommendations have been built into either the procedure.

Tenant Influence

Tenants have influenced this procedure through the Customer Services Committee and from lessons learned from complaints received.

Statutory and Legislative Framework

SLH has developed this procedure in line with the regulatory framework and legislative framework, which includes:

- Regulatory Framework which sets out that “Registered providers shall comply with the Home standard, covering the quality of homes and repairs and maintenance standards.”;
- Housing Acts 1985, 1988 and 1996;
- Human Rights Act 1998
- Equality Act 2010.
- UK Building Regulations Act 1984, 2012
- Housing Grants, Construction and Regeneration Act 1996
- Data Protection Act 1998

13. Links to other policies

- Asset Management Policy
- Repairs and Maintenance Policy
- Decant Policy
- Health & Safety Policy
- Compliance Policies
- Equality and Diversity Policy
- Safeguarding Policy
- Tenant Feedback Policy
- Chargeable Repairs Policy
- Service Charges Policy
- Customer Complaints Policy