

# **GARDEEN HOUSING ASSOCIATION**

# **MAINTENANCE POLICY**

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# 1 INTRODUCTION

The Association views its repairs and maintenance function as one of the most important services it can provide to its tenants. The Management Committee recognise that the credibility of the organisation and its perception with the wider community depends on the quality and standards of the repairs and maintenance service.

Gardeen Housing Association will provide a comprehensive and quality repairs and maintenance service recognising that tenants pay for this service through rents charged and therefore has a duty to provide the best service possible. This will be achieved in an efficient and cost-effective manner to ensure that monies spent realise the maximum benefit without putting undue pressure on existing grant levels or the affordability of rents to its tenants.

Gardeen Housing Association aims to be a responsive and sensitive landlord and to maximise the life of its homes by maintaining them to the highest possible standards. We intend to be guided by the principle that prevention is better than cure and strive to identify potential maintenance problems early <u>before</u> they become major problems.

When embarking on rehabilitation or new build projects Gardeen Housing Association will ensure that the design and selected components of the buildings are chosen with future maintenance needs in mind. This will include consideration of the life expectancy of structure and components, the ease of replacement and the cost of repair or replacement. However, where responsive repairs are needed, the Association will provide a speedy, efficient and costeffective service.

The Association recognises that, in order that high quality and cost-effective maintenance services are delivered, they shall be developed in accordance with the following objectives:

- Comply with legal duties and codes of good practice
- Maximise the useful life of the housing stock
- Aspire to achieve homes which can provide a warm, comfortable and health environment, and are in a good and safe state of repair
- Provide a prompt, efficient and effective service
- Minimise the proportion of expenditure on day to day repairs and maximise that spent on planned maintenance
- Achieve high standards of customer care
- Minimise void periods
- Consult tenants and residents and include them, wherever possible, in decisions about the service

- Have cohesive contract and tendering strategies to ensure quality contractors and value for money
- Have in place effective monitoring systems, taking into account tenant feedback
- Enable the Management Committee to control and monitor the maintenance function
- All of our contractors have confirmed their Procedure for Working Within Occupied Properties (initially during the Covid-19 pandemic), which complies with the Association's requirements.

Nothing within this Policy supersedes the tenants' responsibility to pay for any repair work caused through their or their families, friends, acquaintances, or visitor's actions or inactions. If the required work is non-life threatening it may not, at the discretion of the Senior Housing Officer, be carried out until full payment in advance has been made. Additionally, nothing in this Policy should be interpreted to supersede that the Associations responsibility is restricted only to those items it has provided.

# 2 OBLIGATIONS AND RESPONSIBILITIES

### 2.1 STATUTORY OBLIGATIONS

Gardeen Housing Association will meet all legal requirements as defined in all relevant legislation relating to repairs and maintenance. Registered Social Landlord's must maintain their stock in line with legal requirements and in accordance with the division of responsibility for repairs set out in the Tenancy Agreement. Relevant legislation/requirements includes, for example:

- Housing (Scotland) Act
- HSE Requirements
- Scottish Housing Quality Standard (SHQS)
- Energy Efficiency Standard for Social Housing (EESSH)
- Construction (Design and Management) Regulations (CDM)
- Building (Safety, Health and Welfare) Regulations
- The Construction Industry Scheme (Linked Revenue CIS)
- Deeds and Conditions and Occupancy Agreements as applicable
- The General Data Protection Regulation
- Equal Opportunities Legislation

#### • The Procurement Requirements Regulations

It is the responsibility of the Association to ensure that we fulfil all relevant statutory obligations.

#### 2.2 <u>REPAIR RESPONSIBILITIES</u>

The respective responsibilities of the landlord and tenant are clearly defined in the Association's Scottish Secure Tenancy Agreement and Tenants Handbook, both of which are issued and explained to all tenants at the point of signing up.

When a repair item is normally Gardeen Housing Association's responsibility, but there has been accidental or deliberate damage by the tenant (or a member of the tenant's household, or someone visiting the tenant), the tenant will be responsible and re-charged the cost involved (refer 2.7 Re-chargeable Repairs).

#### 2.2.1 <u>GARDEEN HOUSING ASSOCIATION RESPONSIBILITIES REGARDING</u> <u>MAINTENANCE</u>

#### • <u>All statutory Right to Repair repairs as determined by the Housing</u> (Scotland) Act 2001 and any subsequent legislation.

Where items need repaired due to the actions of the tenant or their household or visitors, the repairs will normally only be undertaken by the Association where they are required for safety reasons. All repairs which are not required for safety reasons will be carried out once paid for by the tenant.

Repairs to ensure continued compliance with SHQS/EESSH are noted in the Scottish Secure Tenancy Agreement (SSTA).

#### 2.2.2 TENANTS RESPONSIBILITIES REGARDING MAINTENANCE

Tenants are responsible for various repairs or renewals in order to keep their home in a reasonable condition. Tenants are also responsible for insuring the contents of their home.

Tenants are primarily responsible for [unless a 'grey area' which will be at the discretion of Gardeen HA all items noted in the Scottish Secure Tenancy Agreement. Refer to Section 2.2 of the SSTA.

- Replacing light bulbs, fluorescent tubes and starters and electric plugs.
- Replacing sink and bath plugs.
- Maintaining internal decoration, including that required after carrying out of maintenance/improvement work by the Association or following a leak or flood caused by a neighbour.

- Repairing washing machines and shower units (unless supplied by the Association). If a shower is supplied by the Association the tenant will be responsible for dismantling, scrubbing and de-scaling the showerheads and shower hoses at least once every 3 months or earlier if scaling is evident.
- Repair and maintain fixtures, appliances or alterations installed or carried out by the tenant.
- Repairs to internal doors to match existing, including all ironmongery.
- Repairing existing doorbells or fitting new doorbells.
- Supplying and fitting toilet seats.
- Replacing lost door keys and repairing or renewing broken doors, door locks, door frames and standards if broken while attempting to force entry to the house.
- Keeping the front and back gardens and paths tidy and well maintained, including dustbin and refuse areas.
- Replacement of glass if broken by the tenant or any person for whom the tenant is responsible.
- Renewal of detector and room thermostat batteries.
- Taking all reasonable precautions to prevent damage to the property by fire, frost, the bursting of water pipes and the blocking of drains.
- Tenants will be responsible for the cost of repairs required because of carelessness, negligence damage or vandalism to Association property and its fixtures and fittings caused by tenants, members of their household or their visitors.
- Tenants will also be responsible for repairs required following attempted break-ins or vandalism by persons unknown where these occurrences are not reported directly to the Police.

Tenants will be responsible for all floor coverings i.e. ceramic tiles, strip wood flooring or any other floor cover which restrict access to services i.e. pipework and cabling. The Association will not accept any responsibility for any damage to such flooring when carrying out repairs.

#### 2.3 NOTICE OF REPAIRS AND ACCESS

In accordance with the Tenancy Agreement the tenant shall report promptly to the Association any defect or disrepair (including the results of vandalism) and shall ensure that access is provided to the property for all reactive, cyclical and planned repair work. Access for such works will be arranged between the Association and the tenant (or someone acting on their behalf), or, if the tenant agrees, between the contractor and the tenant.

The tenant may be re-charged the cost of any charges the contractor may make for wasted visits.

#### 2.4 <u>EMERGENCIES</u>

The tenant will take all reasonable steps to ensure that the Association is notified of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by the Association's representatives. In the event that the Association becomes made aware of an emergency and the tenant is unable to provide access to the property immediately, the Association may need to force entry to gain access to the property.

#### 2.5 <u>COLD WEATHER</u>

The tenant will take all reasonable care to ensure that precautions are taken to protect the property during cold weather.

#### 2.6 INSURANCE

The Association will maintain adequate comprehensive buildings insurance for all its properties. The Association will not take responsibility for the arrangement of tenant's home contents insurance.

However, the Association will encourage tenants to take out home contents insurance and will advise tenants of any insurance scheme offered by, for example, the Scottish Federation Housing Associations (SFHA).

#### 2.7 <u>RE-CHARGEABLE REPAIRS</u>

The Association will operate a Re-chargeable Policy for repairs carried out to the property or surrounding area, which are not the responsibility of the Association. Where an item is normally Gardeen Housing Association's responsibility but there has been accidental or deliberate damage by the tenant's household or visitors, the tenant will be held responsible and normally recharged the cost of any repair work carried out by the Association in respect of the damage.

Unless exceptional circumstances apply, tenants will be re-charged for work in relation to, for example, wilful damage or vandalism; negligence or accidental damage; loss of keys; broken fixtures and fittings as outlined in the Association's Scottish Secure Tenancy Agreement.

#### 2.8 TENANTS ALTERATIONS/IMPROVEMENTS

In line with the Tenancy Agreement the tenant has the right to undertake alterations and the Association will not unreasonably refuse a request by a tenant to carry out an alteration. However, the tenant must ask for permission from the Association in advance and must hold off doing any such work until they have obtained the written consent of the Association and have all other necessary approvals (e.g. planning permission or building regulations approval).

The Association will not unreasonably withhold its consent but will make it conditional that any proposed alterations meet the standards of safety and workmanship required by the Association (although the Association accepts no responsibility for supervising the works), that the works will not detract from the future letting of the property, and all the Association's conditions are adhered to.

Failure to apply for the Association's prior written consent and failure to comply with the Association's decision and/or relevant conditions, will be treated as a breach of the tenant's obligation under their Scottish Secure Tenancy Agreement.

The Association will reply to any request for consent within 28 days of receiving the request. If a request is refused the reason will be given in writing and the tenant may appeal as detailed below.

Improvements will not be taken into account when determining rent levels.

Tenants will be responsible for all ongoing repairs and maintenance costs associated with the alteration. Where a fixture or fitting is later removed the tenant may be obliged to reinstate the property to its original condition.

#### Compensation for Improvements (variable)

Under the Housing (Scotland) Act 2001, Scottish Secure tenants, when they leave their tenancy, may be able to receive compensation from the Association for improvements that tenants have made to their homes on or after 30th September 2002.

To qualify for compensation:

- the Association must have given written approval for the improvement; and
- the relevant tenancy must have ended (not through repossession.

Compensation for certain improvements are as determined by the Scottish Parliament. **The calculation for this is as follows:** 

C x 1-(Y/N)

C = the cost of the improvement work from which shall be deducted the amount of any grant received for the works

N = the notional life of the improvement

Y = the number of years that have elapsed from the date of the improvement to the date of end of tenancy (part of year shall be counted as one year)

The Scottish Secure Tenancy Agreement advises tenants of these rights.

#### 2.9 **RIGHT OF APPEAL**

All tenants will have the right of appeal against any alteration refusal. If a tenant wishes to appeal they will be issued with a standard format appeal form, which when complete will be passed to the Senior Housing Officer for a decision. If the tenant is unhappy with the decision of the Senior Housing Officer they will then have the right to appeal to the Association's Director and thereafter to the Committee of Management if still dissatisfied.

## 3 REPAIR CLASSIFICATION

The maintenance services of the Association can be largely split into 4 classifications:

- 1) Statutory Right To Repair
- 2) Responsive Reactive Repairs
- 3) Cyclical Maintenance
- 4) Planned Maintenance/Renewals

The Association recognises that a strategy requires to be in place to ensure efficient cyclical and planned maintenance works which will help reduce the volume and expense of responsive day to day repairs.

Repair timescales are subject to restrictions on the supply of material/parts, out with the control of the Association and our contractors.

#### STATUTORY RIGHT TO REPAIR SCHEME

From 30th September 2002 Scottish Secure Tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right To Repair scheme.

The Scheme covers certain repairs up to the value of £350. The relevant repairs are known as "qualifying" repairs and are determined by the Scottish Secure Tenants (Right To Repair) Regulations 2002. "Qualifying" repairs and procedures are listed in the Tenants Handbook and on the Association's website.

Each tenant's Scottish Secure Tenancy Agreement also advises tenants of these rights.

### **RESPONSIVE REACTIVE REPAIRS**

Responsive reactive repairs are defined as day to day repairs, which are carried out on an ad hoc basis as the need arises.

Responsive repairs are categorised into six types as described below. Where the responsive repair is classified as a Statutory Right To Repair, it will be dealt with as detailed above. All other classifications will be dealt with by the following procedures and timescales.

#### EMERGENCY REPAIRS

An emergency repair is defined as something which could not have been foreseen and which threatens the safety of residents and/or property. Emergency call out contractors will normally make safe the problem to enable follow up repairs to be undertaken during normal working hours.

The type of work categorised as an emergency include, fire; gas leak or loss of gas; burst pipes and flooding; blocked drains resulting in back surge of waste into house; blockage of the only toilet; complete loss of electrical power or lighting; loss of heating in cold weather where there is no other form of heating available; no water; broken house windows; no access to house.

If a contractor is called out to carry out a repair as an emergency when an emergency repair is not justified, then the tenant may be liable for the costs incurred.

Timescale: Make safe within <u>4</u> hours Repaired within <u>24</u> hours

#### **URGENT REPAIRS**

These are repairs which materially affect the comfort or convenience of the tenant. These repairs include: partial loss of electrical power or light; loss of hot water supply; partial loss of water or gas supply; loss or partial loss of space heating; blocked or leaking drains, or soil stack; toilet block or not flushing; blocked sink, bath or basin; leak from water or heating pipe, tank or cistern; leaking roof; insecure external window, door or lock; loose or detached banister or hand rail; rotten timber floor, or stair tread; door entry phone not working; extractor fan not working in a kitchen or bathroom with no other venting; faulty smoke detector (not battery replacement); graffiti.

Timescale: Completion within <u>3</u> working days. Unless exceptional circumstances

#### **ROUTINE REPAIRS**

These are less urgent repairs that can wait a short time before being dealt with. These repairs include, minor problems with toilets, baths and sinks; non security problems with house and close doors; non security problems with windows; renewing fixtures and fittings; plaster and brickwork repairs and all non-urgent internal and external repairs which are not pending in the planned maintenance programme.:

Timescale: Completion within <u>7</u> working days, Unless exceptional circumstances.

#### **DISCRETIONARY REPAIRS/ADAPTATIONS**

The Association recognises the individual needs of tenants. People with physical or mental health disabilities or other health conditions, may require a quicker than normal response. For example, people with mental health disabilities may be less able to cope with some repair defects, similarly people with particular health problems may be seriously affected by heating failures.

The Association will be sensitive to tenants' circumstances and will endeavour to organise any repair activities with due regard to their circumstances.

Before contractors carry out repair works for tenants with additional needs it is advisable to brief them about any possible additional requirements e.g. tenants with communication difficulties.

The Association also recognises that what a tenant requires from their home can change during the life of a tenancy. If tenants require adaptations to be carried out to their home they will be referred to the Occupational Therapy Service for assessment. After Occupational Therapy has made an assessment of the client's needs, they can then make a referral to the Association for any adaptation work required. Property management staff will liaise with Glasgow City Council to arrange the type of works and their funding. Adaptations to properties are paid for by Government Grant and the Association is only able to carry out such works that it has been given grant funding for. Therefore the ability to do any such works is subject to grant funding being available for the works.

Timescale: After agreement reached in respect of works and their funding, and after tender return if required, commencement of works should be within <u>20</u> working days, unless there are exceptional circumstances.

#### **RELET REPAIRS**

The Association recognises that repairing empty houses promptly and quickly is crucial to minimising void repair times. It is essential that void repairs and allocation processes happen in tandem whenever possible.

Turnaround times can be shortened if repairs are done after the tenant moves in. However, this has to be weighed up against the possible inconvenience to the new tenant and the fact that a home in disrepair will be harder to let than one in good condition. However, a house cannot be let if it is not wind and watertight and unfit for human habitation. To assist in this process the Association will endeavour to ensure that whenever possible the terminating tenant carries out any repairs for which they are responsible prior to termination. These are detailed in the Association's Void Management Policy. There are a number of repairs that require to be carried out before a new tenancy starts. These are detailed in the Association's Void Management Policy.

#### COMPLEX REPAIRS

A complex repair is one where the target timescale may not be achieved due to a variety of factors. Examples of complex repairs are:

- Jobs requiring scaffolding or a cherry picker;
- Investigation work needs to be undertaken;
- Replacement of a one-off component which is not covered under the planned budget e.g. new roof/door/window;
- Dampness/rot works that require specialist treatment;
- Major water ingress/leaks which require to be dried out prior to further works being undertaken;
- Breakdowns affecting specialist equipment;
- Jobs over £2,000 and requiring quotes;
- Repairs that involve utility companies (electricity, gas and water).

Complex repairs are not included in the calculations for 'right first time' performance monitoring.

A job is considered to be complete 'right first time' if:

- o It is completed within target timescales;
- It is not subject to recall.

#### CYCLICAL MAINTENANCE

Cyclical maintenance consists of those works included in a planned servicing of the building and associated elements. A cyclical maintenance programme deals with the gradual deterioration of building components and finishes; the process is largely predictable and is therefore capable of being the subject of forward planning. It includes cyclical inspections at planned intervals of building components and maintenance works arising from these inspections, including pre-painting repairs and paintwork, gas servicing, electrical safety checks etc. Cyclical maintenance is essentially preventative or protective.

In building up a cyclical maintenance programme, component performance is taken into account as well as sources such as reactive repairs reports, which may show patterns of premature components failure. Trends from sources such as reactive maintenance will be integrated into maintenance planning and training. Replacing a component earlier than anticipated may save significant sums in reactive repairs.

The Association will consider the following issues when letting/reviewing their cyclical maintenance works.

- o Identifying appropriate cycles and programmes
- Review and develop a detailed costed programme of work on a rolling cycle (say 5 years minimum)

- the importance of ensuring the programme is running to time, in particularly in the context that cyclical work often seems to be one of the first casualties if financial or staff resources are tight
- o having a funding strategy for cyclical work
- ensuring the Management Committee receive regular reports on cyclical works
- establishing computerised models to facilitate manipulation/updating of the projections
- the importance of statutory inspections including 5 yearly electrical and annual gas servicing and ten year smoke, heat and carbon monoxide detectors

The Association's Cyclical and Planned Maintenance Programme is recorded on our Asset Management Database.

#### PLANNED MAINTENANCE/REPLACEMENTS

An essential element of planning future repairs and maintenance is an assessment of the likely life span of all building elements. Future works to these elements can be costed, with the total cost reduced to annual contribution to planned maintenance/replacement provision. This process costs out the likely financial outlay on future repairs, maintenance and replacement of existing components.

There is a need to consider what to do with the outputs from the Life Cycle Costing (LCC), which forms part of the Asset Management Database. As well as ensuring that adequate financial provision is being made, LCC should be the basis for identifying the Association's planned maintenance programme. As such it would be desirable and justified to plan works to achieve economies of scale and minimise disruption for tenants even if this involves deviating from the LCC.

The cost of repairs due to ageing can be projected using life cycle costing. This is a probability model and it should be noted that the resulting projections are only as good as the data on the likely lifespan and renewal costs of the building components. They may not be precise enough to predict repairs to a single dwelling but should give a reasonably good forecast for budgetary purposes when totalled over a number of properties and taken over a period.

During any development programmes, the Association will prepare life cycle costings for new projects as part of the development process.

The Association will keep such information updated through conducting ongoing stock condition surveys and associated budget costs.

### 4 **REPAIR INSPECTIONS**

Responsibility for ensuring carrying out all pre and post inspections under the Association's Maintenance Policy shall be the responsibility of the Senior Housing Officer, who will endeavour to ensure that Association staff carry out a minimum of 20% of pre inspections and 15% of post inspections for all reported repairs. The target for pre and post inspections shall be reviewed and set annually.

# Target for average 20% pre inspections to be carried out (unless otherwise stated):

We strive to maximise inspections of the following repair categories: Statutory Right to Repair Repairs; tenant alteration applications; void properties for security; void properties for works; Stage 3 adaptations; emergencies reported during office hours; unclear information received from tenant; fire related repairs; possible insurance claims; repairs noted on estate visits or similar by staff; major works; possible re-chargeable repairs; cyclical maintenance works and planned maintenance works.

# Target for average 15% post inspections to be carried out (unless otherwise stated):

We strive to maximise inspections of the following repair categories: Statutory Right to Repair Repairs; void properties for security; void properties for works; Stage 3 adaptations; emergencies reported outwith office hours; dissatisfied tenant complaints; common repair; disputed invoices; major works; cyclical maintenance works; planned maintenance/replacement works; landscape maintenance and tenant alterations.

The above lists are not comprehensive and should be used for guidance only, to be reviewed in line with resources available.

#### **Repair Records:**

The Association will keep a record of all repairs requested and of action taken (if any) to all properties both owned and factored by the Association.

These records should be available to residents on request subject to the requirements of the Data Protection Act.

# 5 CONTRACTORS

#### CONTRACTOR SELECTION

The Association will engage contractors in accordance with the Procurement Policy which will be reflected in individual contract documents.

### 6 **REPAIR SATISFACTION**

In order to continually monitor the efficiency and effectiveness of the repairs and maintenance services provided, the Association will seek feedback from tenants. Sections 6 and 7 also includes factored owners.

To assist in obtaining tenant's comments the Association will issue the "Repairs and Maintenance Satisfaction Survey (RMSS)" with the tenant's receipt for all non-communal repairs reported and monitor replies and include comments in reports to Committee. The survey is also available to complete on the Association's website and the Gardeen App. Tenants' comments and suggestions on how to improve the maintenance service should be taken into account when policy and/or procedure changes are being proposed. If issues arise which affect the contents of this policy they would be addressed and added into the policy as appropriate. Repairs and Maintenance Satisfaction Surveys are issued out to all tenants who have had adaptation works carried out.

# 7 TENANT INFORMATION AND CONSULTATION

In addition to statutory rights, the Association is committed to providing the following to residents:

- 1. The tenant will receive a copy of the Association's Maintenance Policy upon request.
- 2. The Association will reply in writing within 28 days to any written enquiry made by a tenant in relation to maintenance matters or conditions of tenancy relating to maintenance.
- 3. The tenant has the right of access to personal information relating to the tenant in files held by the Association, subject to the Data Protection Act. The Association may charge a fee to cover the administration of providing this information.
- 4. The following information should be made available to all tenants and owner-occupiers as appropriate:
  - a) Maintenance Policy and Procedures
  - b) Out of Hours Emergency Contact Numbers
  - c) Complaints Procedure
  - d) Tenants Handbook
- 5. Tenants will be consulted on and kept updated of any changes to the Association's Maintenance Policy.
- 6. Tenants ongoing views on the Policy and Procedures and any suggested improvements to the service will be sought via the repair Satisfaction Survey.

# 8 TENANTS HANDBOOK

The Association's Tenants Handbook, refers to the following:

- Gardeen Housing Association's Scottish Secure Tenancy Agreement
- Gardeen Housing Association's Maintenance Policy
- Gardeen Housing Association's Legionella Management and Asbestos policies
- All appropriate legislation

# 9 TENDERING POLICY PROCEDURE

The Association will procure contracts in accordance with the Association's Procurement Policy.

## 10 DECLARATION OF AUTHORITY TO AUTHORISE WORKS AND PAYMENT

The Association will authorise contracts in accordance with the Association's Procurement Policy.

# 11 BUDGETS AND BUDGETARY CONTROL

The Association shall produce annual budgets for all areas of maintenance. This should be carried out in consultation with the Director, Finance Manager/Agents, Maintenance Consultant and Senior Housing Officer, taking into account historical figures and available allowances. This must be approved by Committee, and a quarterly report made to Committee.

It is in the Association's interest to ensure that a quarterly review is kept on the maintenance budget. This will be reflected through quarterly Management Account reports being provided to the Management Committee who can decide the appropriate course of action required to adjust the budget as the year progresses. Adjustment to the budget should be made as required. Reports will also include recovery of tenant re-chargeable repairs and insurance claims.

Maintenance costs will be compared annually against the LCC and agreed budgets. This will be for comparative reasons. The LCC only provides an indicative cost and may not reliably reflect actual costs due to the variation in stock and component types. Additionally, they do not reliably reflect the level and quality of service that can be provided to tenants, given the Association's proven viability to provide accurately budgeted services over the long term.

# 12 REPORTING, QUALITY CONTOL, STOCK CONDITION

The Management Committee will be provided with quarterly reports of repair classification and Quarterly Management Accounts on repair expenditure.

Quality control will be maintained by post inspections by Association staff and/or the Maintenance Consultant. The Association will also employ the services of external quality control companies for any specialist works, such as quality control for a percentage of gas servicing works.

To ensure we have accurate and up to date details of our stock condition, staff will carry out property inspections every 2-3 years, and carry out (normally weekly) estate management inspections. In addition, the Association will instruct 3 yearly stock condition surveys (10 year for stock condition surveys with 5 year desktop review where stock condition report is updated as works are completed).

# 13 POLICY MONITORING, REVIEW AND PERIOD

This policy will be reviewed at least every 3 years by the Management Committee. The Senior Housing Officer is responsible for ensuring that it meets legal and good practice requirements.