



Defence  
Infrastructure  
Organisation

**RENTED LIVING ACCOMODATION PROJECT**

**BOOKLET 3 – SERVICE INFORMATION**

**Module D - Maintenance Services**

**Contract Number: 700219314**

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**Version 1.0**

## Rented Living Accommodation Project – Booklet 3 – Service Information

### Module D – Maintenance Services

#### Document Control

This is one of six Booklets as listed below that together comprise the RLAP contract.

<u>DOCUMENT No.</u>	<u>TITLE</u>
Booklet 1 of 6	Form of Agreement
Booklet 2 of 6	Conditions of Contract (including Contract Data)
Booklet 3 of 6	Service Information
Booklet 4 of 6	Authority Supplied Information
Booklet 5 of 6	Price Information
Booklet 6 of 6	Accepted Plan

#### Document History Record (After Issue)

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**MODULE D LEAFLET(S) (DL):**

DL 01 - Response Categories, Descriptions, and Response Times

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#### **1 Maintenance Services**

- 1.1 The Contractor shall provide a maintenance service and repair solution that meets the timescales as shown in Leaflet DL01.
- 1.2 Failure of the Owner to provide maintenance services shall not relieve the Contractor of its responsibility under this Contract to provide accommodation to the required standard.
- 1.3 Occupants, family members, Applicants, the Authority, the Contractor and its supply chain may report failures requiring maintenance services by means of the Helpline or by other means such as by e-mail to the helpdesk.
- 1.4 The Contractor shall record all requests for maintenance services, all subsequent correspondence and discussions, and the timescale for each event, as well as other relevant occurrences, on its Information System (IS).
- 1.5 The Authority and Occupants shall be able to access the Contractor's IS to view the progress of any maintenance incident which has been reported to the Contractor.
- 1.6 The Contractor shall arrange suitable appointments with the Occupant to arrange access to undertake such works as are necessary to rectify the incident, in accordance with Module E.
- 1.7 The Contractor shall ensure compliance with the following completion targets in accordance with Leaflet DL01:
  - 1.7.1 Emergency – 100% shall be achieved within the response time.
  - 1.7.2 Critical – 95% shall be achieved within the response time; the remaining 5% shall be achieved within an additional twenty-four hours.
  - 1.7.3 Urgent – 90% shall be achieved within the response time; the remaining 10% shall be achieved within an additional three Business Days.
  - 1.7.4 Routine – 90% shall be achieved within the response time, the remaining 10% shall be carried out within an additional seven Business Days.
- 1.8 In the event that the same maintenance issue is reported again within three months of completion then the Contractor shall re-open the original maintenance record and shall not treat such re-reported maintenance issues as new issues.
- 1.9 The Contractor shall categorise each request for maintenance services in accordance with the categories in Leaflet DL01 and shall respond to each request accordingly.
- 1.10 Maintenance events when recategorized should be provided with an outcome to advise why they have been recategorized and to what level.
- 1.11 The Authority shall deem maintenance issues are completed following the successful uploading of confirmation of the successful resolution on the Contractor's IS.
- 1.12 The Contractor shall ensure that completed repairs will be subject to the Contractor's self-assurance as part of the Quality Management System including the identification

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and resolution of any found issues. The Authority will conduct independent audits to ensure continual assurance.

## **2 Uninhabitable Property**

- 2.1 Should a property be rendered and/or discovered to be Uninhabitable, the Contractor shall in the first instance undertake a Maintenance Service as described within the Emergency and Critical response times outlined in Leaflet DL01.
- 2.2 The Contractor shall immediately contact the Authority to highlight the issue and provide an estimate of the time to resolve.
- 2.3 The Contractor shall be responsible for any associated costs during or resulting from the period required to resolve the issue.
- 2.4 Should this immediate response not resolve the issue in accordance with the resolution timeframes, and in accordance with the requirement to provide an independent professional assessment of the property to confirm the property is safe for occupation, or the response time is not achieved, the Contractor shall provide alternative accommodation for all affected Occupants to a standard at least equivalent to that which has been vacated.
- 2.5 The property shall not be subsequently re-occupied until such time as the Contractor has provided to the Authority an independent professional assessment of the property to confirm that the property is safe for occupation. Where this is not possible or not achieved, then the provisions of Booklet 2, shall apply.
- 2.6 A property shall be defined as Uninhabitable if one or more of the following apply:
  - 2.6.1 Glass in doors, screens, windows, etc that is not toughened or laminated in accordance with current Health & Safety Regulations and Building Regulations.
  - 2.6.2 Properties lacking fire doors with a 'half-hour fire check' rating where such doors are required by Building Regulations or other legislation.
  - 2.6.3 All or any staircases not possessing appropriate balustrades or handrails that comply with the Building Regulations, or where such balustrades and handrails exist but are unsound or unsafe, or do not exist, or where there are spaces between the risers that are unsafe for young children.
  - 2.6.4 Kitchens:
    - 2.6.4.1 A kitchen without a minimum of one work top of a length of 900mm.
    - 2.6.4.2 A kitchen without a minimum of 300mm of tiling about the work surfaces and above the cooker, or a suitable alternative to tiling.
    - 2.6.4.3 A cooker space sited behind a door, resulting in a Health & Safety issue.

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- 2.6.4.4 Inadequate space, complete with appropriate plumbing and electrics, for a washing machine and a refrigerator.
- 2.6.5 The presence of asbestos that will cause a direct and immediate Health & Safety risk.
- 2.6.6 The presence of any significant subsidence, significant structural movement or structural instability (as demonstrated by a structural engineer's report).
- 2.6.7 Without a fully-working heating system between 1st September and 30th April, or no such heating system at any time if there is a vulnerable person within the property. A vulnerable person shall be child under the age of two years, an elderly person, or a person with special needs.
- 2.6.8 No functioning hot-water system.
- 2.6.9 A property that cannot be made secure in accordance with Module C – SSFA specifications and property and personal security requirements.
- 2.6.10 Major internal disruption such as a collapsed ceiling due to internal flooding.
- 2.6.11 A property at which, at Move In, there is a lack of one or more utilities: to include electricity, water, and gas (to include LPG and domestic fuel oil).
- 2.6.12 During occupation, failure within the property causing a lack of one or more of the utilities following the notification of a failure maintenance call out as per Module D.
- 2.6.13 A major Health and Safety issue or environmental factor that would cause an immediate health risk to the occupants.
- 2.6.14 The presence of significant damp or mould likely to cause an immediate Health & Safety risk to the Occupants.
- 2.6.15 A significant hygiene problem with the property that poses an immediate Health & Safety risk to the Occupants, to include infestation.
- 2.6.16 Water leaking into the property.
- 2.6.17 Housing systems are in an unsafe condition including but not limited to,
- 2.6.18 electricity, gas, fire and carbon monoxide (CO) alarms including the absence of valid safety certificates.
- 2.6.19 At Move In, a property that has a coin or token operated gas or electricity meter.
- 2.6.20 No current statutory certification (to include but not be limited to a Landlord's Gas Safety Certificate).
- 2.6.21 At Move In, the lack of a suitable bed for the Occupant, if furnished, or of requested and essential approved furniture, or suitable temporary

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replacements. This would be determined by the Authority in consultation with the Service Personnel.

2.6.22 Authority's discretion e.g. human factors.

- 2.7 The Authority reserves the right to deem a property Uninhabitable at any point and instruct the Contractor to undertake the requirements as defined above.

### **3 Empty Properties**

- 3.1 The Contractor shall ensure that the Accommodation User Guides and the Licence to Occupy advise the Occupant that in the event of leaving the property unoccupied for any period of time in excess of 21 days, the Occupant is to notify both the Contractor and the Authority.
- 3.2 Upon being notified that a property utilised as Substitute Accommodation is to be left unoccupied for any reason, the Contractor shall undertake such internal and external checks of the property, at such frequencies as are necessary to ensure that the property is in a safe and undamaged condition.
- 3.3 Any maintenance requiring action by the Owner shall be dealt with as though they were occurrences notified to the Contractor during the course of occupation.
- 3.4 The Contractor shall access occupied properties in accordance with Module B.
- 3.5 If necessary, the Contractor shall set heating controls to ensure the preservation of the property in the event of freezing conditions.
- 3.6 The Authority shall not be liable for any damage to empty properties.
- 3.7 For SSSA fuelled by LPG or domestic fuel oil the Contractor shall ensure that the level of fuel is maintained at an appropriate level.

### **4 Damages**

- 4.1 Damages shall mean damage to Substitute Accommodation, its fixtures, fittings and any contents (furnishings and equipment) supplied by the Owner or the Contractor. See Conditions of Contract, Clause 12 (Damage to Accommodation).
- 4.2 Such damage may be accidental, intentional or unintentional and arise during occupation or subsequent to occupation and may result in claims from the Owner to the Contractor. The Authority shall not be liable for claims arising from fair wear and tear.
- 4.3 When administering claims for damages the Contractor shall:
- 4.3.1 Check that no existing warranty and or insurance policy (which, would cover that event), is in place and should be used in the first instance;

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- 4.3.2 Ensure that fair wear and tear is taken into account and that appropriate deductions for depreciation and the remaining life expectancy of items such as decoration, carpets, curtains and appliances are made.
- 4.3.3 Ensure that quotations submitted by a letting agent/Landlord are fair and reasonable taking into account fair wear and tear and that the quotations reflect depreciation. All quotations over £100 (ex VAT) in value are to be broken down into labour, material and equipment elements. For works over £500 (ex VAT) in value the Contractor shall require two quotations.
- 4.3.4 Verify the replacement cost of items by reference to appropriate, recognised costings for similar items and replacement costs assessed against national retail price lists.
- 4.4 No claims shall be settled in respect of fair wear and tear and such fair wear and tear shall be considered in accordance with the published Association of Rental Letting Agents (ARLA) guidelines.
- 4.5 The Contractor shall take into consideration any “14 Day Observation Report” items identified and notified in accordance with Module E.
- 4.6 The Contractor shall be responsible for negotiations with the letting agent/Landlord for claims and in undertaking such negotiations shall achieve the optimum result for the Authority. The Contractor shall approve such claims and reimburse the letting agent/Landlord.
- 4.7 Claims are to be settled by the Contractor within 30 Calendar Days from receipt of the claim.
- 4.8 Once the Contractor has settled a claim, it shall provide details on a Statement of Charges (“SoC”) (which shall include a breakdown of the costs, by Occupant in respect of SSFA and single-occupied SSSA, and by past and present Occupants in



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respect of multiply-occupied SSSA) via the Restricted Lan Interconnect (RLI) to, as appropriate:

- 4.8.1 The Occupant's Unit in respect of SSSA; or
- 4.8.2 The SAPM in respect of SSFA.
- 4.9 The Authority will undertake Assurance Tests on settled claims where in the event a claim is settled and found to be excessive by the Authority, the Contractor shall reimburse the Authority the excess amount.
- 4.10 In the event the Occupant disputes the SoC or any resulting charges with the Contractor directly, the Contractor shall refer the Occupant to the Authority.
- 4.11 In the event that the charges are amended, then the Contractor shall provide a revised SoC and submit it to the Unit or the Authority as appropriate.
- 4.12 In the event that the Authority takes the Occupant to court for non-payment, the Contractor shall produce the appropriate and required case-work file and provide such attendance at court as is necessary to support and justify the Authority's position.
- 4.13 The Contractor shall capture all data in relation to claims for damages on its IS.
- 4.14 The Authority reserves the right to reject any claim or claims which the Contractor has been unable to justify, document or substantiate, in which case the Contractor shall not seek reimbursement from the Authority.

## **5 Pest Control**

- 5.1 The Contractor shall ensure that all incidents of pests (to include but not be limited to the list of pests at paragraph 5.3below) are reported via the Helpline, assigned an

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agreed response category and are issued to an appropriate pest controller and resolution initiated, within 2 Business Days of being notified.

5.2 During the Contract life the Contractor shall propose a basic set of response times (based on the pests' risk to health and infrastructure) that shall be reviewed and reasonably agreed with the Authority.

5.3 For the purposes of this paragraph 5, "pests" shall include but shall not be limited to:

5.3.1 Moles (where causing damage to grassed areas which the Occupant is responsible for maintaining).

5.3.2 Cockroaches.

5.3.3 Rats and mice.

5.3.4 Flea infestations.

5.3.5 Wasps, bees and hornets.

5.3.6 Squirrels.

5.3.7 Flies (internal infestations).

5.3.8 Ants (including flying ants if the Occupant is unable to deal with them).

5.3.9 Distressed, trapped or injured birds.

5.3.10 Beetles and bugs (bedbugs, carpet beetles, etc).

5.3.11 Rabbits and other burrowing animals causing or threatening to cause structural damage or damaging garden areas which are the responsibility of the Occupant.

5.4 The Contractor shall manage this process to ensure resolution within the earliest opportunity.

5.5 The cost of such works shall be borne by the Contractor. In the event that the works have arisen because of the action or omission of the Occupant (such actions or omissions to include events caused by the Occupant's pet(s) then the matter shall then be dealt with by the Contractor in accordance with this module.