



## Tenant Maintainers Policy

### **Purpose**

CHISEL supports tenants taking an active interest in the management and maintenance of their homes. This policy sets out how tenants with maintenance skills can apply to CHISEL to carry out work on their own homes, other CHISEL properties or CHISEL communal areas. All applications by tenants to carry out maintenance work will need to follow the procedure set out in this policy and procedure document.

### **Stage 1. Initial Request**

1.1 Tenants wishing to undertake maintenance work at their homes should in the first instance contact the housing manager, preferably in writing or by e-mail, setting out briefly the repair or maintenance work that is required and their wish to apply to carry out this work.

1.2 The housing manager will advise the tenant whether CHISEL can actively consider the request and if so will ask the tenant to provide a cost estimate for the proposed work.

1.3 At his/her discretion, the housing manager may ask CHISEL's maintenance officer or another qualified/competent person such as a surveyor or competent contractor to visit the tenant to make an initial assessment of the work involved and to discuss this with the tenant.

### **Stage 2. Estimate**

2.1 The tenant carrying out the work will need to provide a written cost estimate to CHISEL. This cost estimate must clearly set out what work is to be done and state the estimated labour hours, the proposed labour rate, and the estimated building materials required. Tenants should note that CHISEL can usually supply all building materials through our normal suppliers and it is normally possible to arrange for materials to be delivered.

2.2 Before making a decision as to whether to grant approval for the tenant to carry out the work, the housing manager will probably need to ask CHISEL's maintenance officer or another qualified/competent person to visit the tenant to assess the work involved and to discuss this with the tenant (unless this has been previously done under stage 1). As well as assessing the work, the maintenance officer or qualified/competent person will be able to advise the tenant of CHISEL's requirements including the standard of work that will be expected.

2.3 After receiving the maintenance officer's or qualified/competent person's assessment, the housing manager will reply to the tenant giving CHISEL's approval or not for the tenant to carry out the work. Tenants should be aware that CHISEL has limited maintenance funds and must agree that the work proposed is both a maintenance priority and that the estimated cost is reasonable. If approval is not given, the housing manager will specify the reasons for the application being turned down.

2.4 Approval may be given subject to certain conditions being agreed by the tenant and, if this is the case, these will be specified in the approval letter. Approval conditions may include amongst other matters:

- A timeframe for carrying out the work
- Requirements regarding how the work is to be carried out and the techniques and materials to be used
- Health and safety requirements such as requirements concerning safe working practices, equipment use and for safe guarding the site when the tenant is not present.

### **Stage 3 General Approval Conditions**

3.1 Before approving a tenant to carry out any work CHISEL will need to assure itself that: the tenant has the technical competence to carry out the job. Any tenant applying to carry out work under this policy will need to provide such evidence as CHISEL considers necessary and appropriate to satisfy CHISEL that h/she has the skills and competence to carry out the proposed work. Where a professional qualification is needed (for example, Corgi registration) the tenant will need to provide documentary evidence before permission will be granted for the tenant to carry out the work.

3.2 In all cases the cost estimate provided by the tenant cannot be exceeded except with CHISEL's prior written consent. CHISEL will only agree to pay more for a job if the additional cost could not have been foreseen when the original estimate was drawn up. The decision to approve additional costs must be authorised by CHISEL's director. Where jobs have been initially valued to have labour costs exceeding £500, CHISEL's Board of Management must approve any additional costs if they exceed 30% of the value of the original estimate.

3.3 CHISEL reserves the right to inspect all jobs, both before starting, whilst on site and after completion, as CHISEL determines is necessary. CHISEL reserves the right to withhold payment for a job if our inspection reveals unauthorised, sub-standard or unfinished work.

3.4 CHISEL will only pay for work that we assess has been completed to a satisfactory standard. CHISEL will not pay for work that has been started but not finished, except where, in our opinion, the labour value of the work so far completed, exceeds £100. Payment for any uncompleted work must be authorised by CHISEL's director.

3.5 Tenants will be expected to carry out all works in a careful, considerate and professional manner and with full regard to health and safety requirements and the rights of other tenants to the quiet enjoyment of their homes.

3.6 Tenants working on the CHISEL payroll will be expected to comply with CHISEL's health and safety policy and arrangements and will be covered by CHISEL's insurance, which includes accident insurance. Tenants working on a self-employed basis will be responsible for their own health and safety and must take reasonable steps to ensure that they meet all necessary statutory and legal requirements.

3.7 A tenant working on any communal areas or a CHISEL property other than their own must have public liability insurance unless s/he carries out the work as a temporary employee on the CHISEL payroll. CHISEL will require documentary confirmation that the insurance is in place and up to date.

3.8 CHISEL can accept no responsibility or liability whatsoever for any loss, injury or damage to property or possessions suffered by a tenant, other members of a tenant's household or a visitor to the tenant's home arising as a direct or indirect consequence of a tenant carrying out maintenance work in their own home or as a self-employed tenant maintainer under the terms of this policy.

#### **4 Payment Terms**

4.1 *Small scale works to own home (estimated labour costs below £500).* If the cost estimate is for less than £500 excluding materials, the tenant can be paid on presentation of an invoice. Payment will normally be made within 28 days of the invoice being received, provided the work has been completed to our satisfaction.

4.2 *Large scale works to own home (estimated Labour costs over £500) and all works to communal areas or to other tenants' homes.* Tenants can be paid on either a self-employed basis or as a temporary CHISEL employee.

- *Self-employed.* If the tenant wishes to be paid on a self-employed basis without deductions for tax and National Insurance s/he will need to produce documentary evidence to demonstrate that h/she is registered as self-employed. In these circumstances the tenant will be paid on presentation of an invoice. Payment will normally be made within 28 days of the invoice being received, provided the work has been completed to our satisfaction.
- *Temporary CHISEL employee.* If the tenant is not registered as self-employed, the tenant must be added to the CHISEL payroll and paid the money as a monthly wage, which will be subject to income tax and national insurance deductions. The tenant will be required to provide CHISEL with his/her National Insurance Number and, if recently unemployed, his/her P45. The amount paid each month will be based upon CHISEL's valuation of the work completed to date.
- *Tenants with rent arrears or other CHISEL debts.* If the tenant working for CHISEL has rent arrears or owes other monies to CHISEL any payment for work will be credited to his/her rent account until the arrears or other debts are cleared. The tenant will be asked to sign a statement approving this arrangement before approval to carry out the work is given.

Agreed by CHISEL Board of Management 11 September 2008