

1. Background and objectives

- 1.1 This policy outlines the approach for engaging and managing third-party agents who are responsible for the provision of building management services. It aims to ensure high standards of service delivery, accountability, and customer satisfaction for customers receiving services from third-party agents.
- 1.2 This policy applies to all homes where Alliance has no freehold interest in the building and/or does not directly manage the building.
 - This typically occurs where Alliance Homes own the head-lease or intermediate lease of a flat(s), but do not own the freehold title for the entire block.
 - The freeholder/owner of the block may choose to manage the building themselves, or in most instances a **Managing Agent** is appointed. In either case, this policy will apply and seeks to provide clarity and transparency regarding the Responsible Person for respective buildings and the management arrangements.
- 1.3 Alliance Homes are responsible for ensuring services are delivered to customers in accordance with the customers' tenancy/lease agreement and in line with the regulatory standards set by the Regulator of Social Housing.
- 1.4 This policy applies equally to all Alliance Homes customers including tenants, leaseholders and shared owners, unless stated otherwise.
- 1.5 This policy is focussed on **building management only** and does not apply to the management of communal grounds and open neighbourhood spaces. Please see the Estate Management policy.

2. Policy detail

Taking on properties owned and managed by third parties

- 2.1 To help meet local housing needs, Alliance Homes will consider the acquisition of leases for properties within buildings which are owned and managed by third parties.
- 2.2 As well as the opportunity to meet housing need, consideration must be given to the level of risk exposure regarding the statutory, regulatory and contractual obligations for properties where Alliance Homes will be reliant on managing agents or freeholders, and the resource required to oversee these obligations.
- 2.3 Alliance Homes will not consider the acquisition of leases for properties within 'high-risk' buildings due to the additional compliance requirements. High-risk buildings are defined in the Building Safety Act 2022 as buildings with at least two residential units which are at least 18 metres in height or have at least seven storeys.

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- 2.4 The additional consideration of points 2.2 and 2.3 above must form part of any recommendation to acquire such leases when presented to the Strategic Leadership Team in line with following the normal development scheme approval processes.
- 2.5 A list of all properties where Alliance Homes is not the Freeholder will be maintained on the corporate Assets and Liability Register, detailing who the Responsible Person is.
- 2.6 The list of all properties will be cross-referenced to the safety and compliance records annually.

Customer service and service charges

- 2.7 The Alliance Homes website will provide information on managing agents.
- 2.8 Alliance Homes customers must be informed who the Managing Agent/Responsible Person is for the building in which they live, this includes information on the managing agent's role. This will be formally communicated to all affected customers during the lettings/sales process and annually thereafter, or sooner if there is a change of managing agent within the year.
- 2.9 Alliance Homes will be the main point of contact for all customers. Alliance Homes will manage queries, complaints, repairs and health and safety concerns and will instruct the Managing Agent/Responsible Person as required. Any complaints received will be treated the same as any other complaints received in line with Alliance's customer complaints policy, regardless of whether the complaint is concerning a third party. This includes but not limited to, contact regarding:
 - Repairs, including emergency repairs
 - Tenancy issues
 - Service charges and costs
 - Customer concerns regarding health and safety within the building
 - The quality of services provided.
- 2.10 Alliance Homes will pay the managing agent for the services they provide, and these costs will be recharged to customers as per the terms of the tenancy/lease agreement. Alliance Homes will also recover an Administration Fee on any third-party management charges.
- 2.11 Where Section 20 statutory notices for qualifying long term agreements are served by third-party agents Alliance Homes will in turn ensure they are provided to all customers if any additional charges are proposed that fall under these legislative requirements.

Safety and compliance

2.12 To ensure all safety and compliance legal obligations are fulfilled, Alliance Homes will request evidenced based assurance from the Responsible Person/Managing Agent. This includes, but is not limited to:

- Building insurance: A copy of the building insurance certificate will be requested annually. A copy will be available to Alliance Homes customers on request.
- Public liability insurance: A copy of the public liability insurance certificate will be requested annually. A copy will be available to Alliance Homes customers on request.
- Landlord safety compliance: Evidence that all legal requirements have been met such as fire safety, electrical safety, gas safety, water safety, asbestos safety, and lift safety.

2.13 After three requests for information, escalation and legal action will be considered, as described in 2.29 below.

2.14 The information received will be reviewed and approved by a relevant technical expert.

Communal repairs

2.15 Repairs reported during working hours will be raised via the Alliance Contact Team who will then liaise with the Managing Agent.

2.16 Emergency repairs reported out of hours will be escalated to the On Call Manager to consider the most appropriate action to ensure customer safety – this may include deciding for Alliance Homes to complete an emergency repair if the Managing Agent is not responsive or does not provide an active emergency contact.

Block cleaning

2.17 If cleaning is included within the services provided, the expectation is that the Managing Agent will routinely perform their own quality inspections on the delivery of cleaning services, and that the output of this is reported to Alliance Homes via contract management meetings.

Cyclical and planned maintenance

Individual flats/homes (Alliance Homes / Homeowner responsibility)

2.18 For tenanted homes, Alliance Homes will undertake planned and cyclical maintenance of the home components which it is responsible for (such as the kitchen, bathroom etc.) as per the Home Quality and Improvement Policy. Adequate provision for this will be included in the 30-year Business Plan.

2.19 For homeowners (leaseholders and shared owners), the homeowner will usually be responsible for planned and cyclical maintenance of their home (such as kitchen, bathroom etc.) as per the conditions of their lease agreement.

External building structure and communal areas (Managing Agent responsibility)

2.20 The Freeholder/Managing Agent is responsible for the planned and cyclical maintenance of key building components, including but not limited to roofs, windows, communal door entry systems, fire panels, external decoration.

2.21 Alliance Homes will:

- Keep records of the planned and cyclical maintenance to track compliance with regulatory standards (Decent Homes Standard).
- Work with the managing agent to understand the medium and long-term investment needs of the building.
- Work with the managing agent to understand the value of the sinking fund and components provided for.
- Work with the managing agent to understand if appropriate Section 20 consultation notices have been issued, and challenge if this is not the case.
- Ensure that any Section 20 consultation notices that are received are in turn served to our customers in the building, and any consultation feedback received from customers is notified to the managing agent.
- Make provision for the anticipated cost of any planned and cyclical maintenance in our 30-year Business Plan, and recharge costs to customers as appropriate.
- Monitor the quality of works delivered.

Onsite monitoring and inspection

2.22 Alliance Homes will attend the building on at least a six-monthly basis to ensure the quality-of-service delivery.

Relationship management and escalation

2.23 Alliance Homes aims to work in partnership with Managing Agents to ensure an efficient and effective service delivery for customers. Alliance Homes will engage with Managing Agents through a structured and formal contract management approach.

2.24 To initiate contract management activities, Alliance Homes will work with the Managing Agents to agree:

- the relationship structure (Customer, Alliance Homes, Managing Agent, Freeholder, Regulator of Social Housing etc.)

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- services they are required to provide (including maintenance responsibilities)
- service performance standards, frequency and how standards will be monitored
- customer service standards and how standards will be monitored
- the approach to managing customer contact and complaints
- the finance and invoicing arrangements, including financial status of sinking funds (see 2.20)
- the named individuals and escalation contacts for both parties
- the preferred communication method for contract management (email, phone, meetings, portal etc.).

2.25 To build strong relationships, Alliance Homes will request at least quarterly meetings with the Managing Agent. The Service Delivery Manager – Home Ownership and Service Charges will be responsible for contract management. The agenda for routine meeting will depend on the services agreed, but at a minimum it should include:

- Review of the action log
- Service performance
- Safety and compliance
- Maintenance activities (repairs, cyclical and planned maintenance)
- Customer care (satisfaction, queries and/or complaints)
- Finance and invoicing
- Any other business.

2.26 An action log will be maintained by Alliance Homes to support contract management meetings.

2.27 -Data sharing agreements between Alliance Homes and the Managing Agent will be agreed at the outset.

2.28 Alliance Homes will make every effort to collaborate and work with the Responsible Person/Managing Agent, but there may be occasions where it is necessary to escalate certain issues, see 2.13.

2.29 When considering escalation options, Alliance Homes will consider the specific issue, the structure of the lease and the urgency of the situation to determine the best way to proceed. The following escalation methods will be considered depending on the nature of the issue:

- Use of the Managing Agent's complaints process.

- Contacting the Freeholder directly to raise concerns as to the Managing Agent's service and performance.
- Contacting the local Fire Service and other local authorities to raise relevant safety concerns.
- Issuing Letters of Claim against the Responsible Person and taking legal action where it is clear there is no other options available for resolution.

2.30 Issues for escalation will be brought to the Director of Business Services to determine if legal action is necessary, with consideration to the presenting issue, potential risks and cost. This includes consideration of any costs Alliance customers may become liable for because of initiating legal action.

3. Monitoring, consultation, and review

- 3.1 We monitor our performance in delivering the objectives of this policy by reporting to our leadership teams a range of measures including:
- Quarterly oversight of safety and compliance metrics at the Compliance Group.
 - Regular oversight of safety and compliance metrics to the Board reporting via quarterly performance reporting.
- 3.2 The Service Director for Customer Operations is responsible for the implementation and review of this policy.
- 3.3 Colleagues from customer operations, property operations, new homes and business services must be involved in the consultation and review of this policy.
- 3.4 Customers living in homes where the building is owned/managed by a third-party may be involved in giving feedback on this policy, leading to amendments where appropriate. All relevant customer insight should be also considered when reviewing this policy, including recent feedback and complaints.
- 3.5 The Data Protection implications of the policy have been considered. Including but not limited to:
- IAR amendments/updates
 - ROPA amendments/updates
 - New or updated Data Protection Impact Assessment
 - Privacy Notice amendments
 - Retention periods for any new data and method of archiving or deletion.
- 3.6 This policy will be reviewed every three years of its approval date, unless legislation changes.
- 3.7 This policy will be signed off by the Strategic Leadership Team.

3.8 This policy will be published externally on the Alliance Homes website.

4. Equality and diversity

- 4.1 This policy is subject to a periodic Equality Impact Assessment (EIA).
- 4.2 The purpose of such an assessment is to consider the effect of the policy regarding the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy and Policy. Remedial action will be undertaken if a detrimental effect is identified.
- 4.3 The EIA also requires the policy author to consider whether the policy is likely to negatively impact on a person's Human Rights.
- 4.4 This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties.

5. Complaints

- 5.1 If you would like to raise a complaint in relation to this policy, you can do this by calling us on **03000 120 120** or emailing us at **act@alliancehomes.org.uk**.
- 5.2 All complaints will be handled in line with the latest Alliance Homes Complaint Handling Policy.

6. Associated documents

- Estate Management Policy
- Home Quality and Improvement Policy
- Service Charge Policy
- Asbestos Policy
- Fire Risk Assessment Policy
- Water Hygiene Policy
- Complaints Policy
- Reasonable Adjustments Policy
- Electrical Safety Policy
- Lift Policy

7. Version control and approval dates

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Approval stage	Date completed
Equality Impact Assessment completed	08 September 2025
EIA reviewed by Equality & Diversity Manager	10 September 2025
SLT review / approval	17 September 2025
Next review date	September 2028

8. Appendices

Appendix 1 – Equality Impact Assessment

Appendix 1: Equality Impact Assessment

An Equalities Impact Assessment must be conducted alongside the review of an existing policy or the creation of a new one.

GUIDANCE ON COMPLETING AN EQUALITY IMPACT ASSESSMENT IS AVAILABLE [HERE](#)

1. Name the Strategy, Policy, Procedure or Function (SPPF) being assessed and name of author.

Third-Party Building Management Policy – Elaine Hargate, Service Delivery Manager
– Home Ownership and Service Charges

2. Aims of the SPPF being addresses.

This policy outlines the approach for engaging and managing third-party agents who are responsible for the provision of building management services.

It aims to ensure high standards of service delivery, accountability, and customer satisfaction for customers receiving services from third-party agents.

3. Who has been consulted in developing the SPPF?

Cath Stenson, Service Director – Customer Service Operations

Sarah McQuatt, Service Director – New Homes

Michelle Benson, Service Delivery Manager – Repairs Team

Matt Sands, Head of Assets and Sustainability

Kerren Ashmore, Service Delivery Manager – Customer Experience

Michelle Harper, Service Delivery Manager - Neighbourhoods

4. Does the SPPF promote equality of opportunity?

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The policy promotes equality of opportunity across the protected characteristics by aiming to ensure the effective management of services delivered by third-party managing agents to ensure they are delivered in a fair, open and transparent way.

5. Identify potential impact on each of the diversity “groups” by considering the following questions:

Protected Characteristic	No Impact	Negative Impact	Positive Impact	Information source/s*	Comments/Evidence
Race			X	Reasonable Adjustments Policy	Alliance will make reasonable adjustments to ensure accessibility to services for our customers.
Disability			X	Reasonable Adjustments Policy	Where possible Alliance will make reasonable adjustments to ensure accessibility to services for our customers.
Gender	X				No evidence to support a positive or negative impact
Transgender	X				No evidence to support a positive or negative impact
Sexual Orientation	X				No evidence to support a positive or negative impact
Religion or Belief	X				No evidence to support a positive or negative impact
Age	X			Reasonable Adjustments Policy	Where possible Alliance will make reasonable adjustments to ensure accessibility to services for our customers.
Marriage and Civil Partnership	X				No evidence to support a positive or negative impact

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Protected Characteristic	No Impact	Negative Impact	Positive Impact	Information source/s*	Comments/Evidence
Pregnancy and Maternity	X				No evidence to support a positive or negative impact
Rural Issues	X				No properties currently in rural areas – transport links and accessibility are considered as part of the Scheme Appraisal process.
Social Mobility	X				No evidence to support a positive or negative impact

Was there a negative impact identified in question 5? If yes go to question 6. If not go to question 7.

6. If “negative impact” identified in table (4) above, is it?

Legal	YES	NO
What is the level of impact?	HIGH	LOW

If it is not legal and/or high impact (i.e. If you have highlighted NO to legal and HIGH to impact) **then the document should be referred to Head of HR**

7. If positive impact has been identified in table (4) above, how can it be improved upon or maximised, either in this SPPF or others?

Where possible Alliance will make reasonable adjustments to ensure accessibility to services for our customers. We will monitor and manage third-party managing agents to ensure that their services and customer standards are accessible and delivered to all customers in a fair, open and transparent manner.

8. Full EIA (or if you decide full EIA is not necessary but some changes should be considered)

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YES	NO
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9. Does this proposal have any human rights implications?

If yes, please describe (If necessary, please refer to the Alliance Homes Human Rights Policy)

This policy supports Alliance’s approach to Human Rights which is detailed in our Human Rights Policy