

POLICY	Repairs
Date Adopted	April 2021
Date of Next Review	April 2024 (or sooner if required)
Version	1.0
Responsible Body	Homes Board
Responsible Officers	Operational Director Of Maintenance Head Of Asset Management

1. Overall Policy Statement

- 1.1 This policy sets out how requests for repairs from customers will be managed to best meet legal, regulatory and business needs as well as delivering a high quality and responsive service.

2. Policy Aims & Impact

- 2.1 This policy applies to all landlords in the Housing Plus Group.

- 2.2 The main aims of the policy are to:

- Meet relevant legal and regulatory requirements, particularly the Homes Standard of the Regulatory Framework
- Meet the Government Decent Homes Standard
- Meet the Fit for Human Habitation Act
- Meet contractual requirements set out in Tenancy Agreement or Lease
- Deliver a cost effective and customer focused service, reflecting the values of Fair Landlord
- Undertake as many repairs as possible as planned or package work to deliver Value for Money.
- Allocate requests for repairs to a category based on information provided by the customer but at the ultimate discretion of the Association.

3. Responsive Repairs Definition

- 3.1 Responsive repairs are defined as work requested by the Customer to existing elements of their property.

Responsive repairs are not part of:

- Planned cyclical maintenance, e.g. gas servicing, lift maintenance, electrical testing or cyclical painting.
- Planned MOT and programmed responsive repairs work e.g. external painting, guttering, extensive roof repairs, paving and fencing repairs etc.,
- Planned Property improvements (such as new kitchens and bathrooms)
- Voids/empty property work.
- Aids and Adaptation work.

- Insurance and restoration work.

4. Requesting Repairs

4.1 Customers will be offered a range of ways to make requests for repairs including:

- Via telephone. During our usual office hours this is connected to the Customer Services Centre; outside of office hours to our out of hours contractor in the event of an emergency
- Via the website
- Via e-mail
- In person
- In writing

Customers will be encouraged to use available digital means to request repairs, but a range of contact methods will be maintained to ensure all customers have equal opportunity to request repairs.

5. Landlord and Tenant Responsibilities

5.1 The Landlord and the tenant have different responsibilities in relation to repairs. It will be made clear to the customer at the time they request a repair whose responsibility it is. Responsibility will be determined in accordance with the 'My Repairs' approach and in compliance with the terms and conditions of the relevant tenancy agreement/lease agreement. In the event of conflict between this policy and the tenancy agreement, responsibility will be determined as set out in the tenancy agreement. Where a repair is a tenant responsibility, wherever possible, the customer will be signposted to another organisation that could help (although this would be at the customer's own expense).

5.2 Landlord responsibilities include the structure and elements of the exterior, items that have been installed by the landlord.

5.3 Tenants are responsible for keeping the interior of their homes in good order and well decorated. Tenants' responsibilities include any items they have installed themselves along with all basic DIY tasks such as (but not limited to) changing bulbs, unblocking sinks and toilets, ensuring vents are not restricted to maintain adequate ventilation in the property. Tenants are also responsible for items that have been gifted to them by the landlord.

5.4 Requests for general property improvements (such as fitting additional electric sockets) and damage to a property caused by the occupier will be considered a tenant responsibility. Any significant works the tenant wishes to undertake on the landlord property, the tenant must first seek approval and used an approved contractor and should allow the landlord to post inspect the work.

- 5.5** Where the fault has occurred as a result of tenant damage, unauthorised alterations, neglect, or abuse tenants will be required to pay the cost of repair before any work is undertaken.
- 5.6** A detailed list of landlord and tenant responsibilities will be published and made widely available.

6. Prioritising Repairs

- 6.1** Requests for repairs that are the landlord's responsibility will be prioritised as follows:

6.2 Triage Repairs - (attended within 4 hours)/Non-Emergency (Same Day)

Triage repairs include that of an emergency nature which are required when there is a risk to life, a real threat of serious injury or damage to property. Examples of jobs requiring emergency attention are major plumbing leaks or gas leaks. When we attend an emergency repair we will endeavour to make **the situation safe** within 4 hours and attempt to resolve the issue. If it is not possible then arrangements for a further appointment for any additional work will be made, wherever possible within 24 hours.

Non-Emergency Triage repairs are those the association deems can be resolved in a fairly short amount of time. The basis of this is work that can be completed in under 60 minutes.

It is the responsibility of landlord to determine whether a repair falls into the Triage category and all emergency repairs will be prioritised.

6.3 Non Triage Repairs

Non Triage repairs will be prioritised in accordance with the service standards or service level agreement that is in place with the landlord.

6.4 Covered by a programme, or planned works

These requests will include work that is part of an investment programme (such as a new kitchen or bathroom) or planned works (such as MOT work like painting or gutter repairs). Timescales for these works will depend on the timing of the investment programme and MOT schedule.

6.5 External Building Fabric and Fencing

Works to external works (pointing, brick work, render repairs, gutter cleaning, and fencing repairs) are not considered to be day to day, or routine repairs, unless they pose a Health and Safety risk as determined by the landlord. Such work will be prioritised and will form part of a planned works cyclical maintenance works programme.

Obligations to carry out works to fencing will be in line with the Tenancy Agreement however repairs will be limited to addressing health and safety risks.

6.6 Heating and Hot Water

Requests for heating and hot water repairs, including emergencies, should be made direct to the gas contractor who will manage them directly via their policies and procedures and the relevant service commitments set out in the contract.

- 6.7** Prioritisation of repairs will be made based solely on the nature of the repair, although at the discretion of our staff these may be amended, based on an individual's circumstances. Customers will be advised of the priority and timescales when the repair is requested.

7. Inspections

- 7.1** Our aim is to allocate all requests for repairs based on the information provided by the customer and their answers to any clarification questions we ask and not to have to carry out a further inspection. We acknowledge that this may not always be possible, for example where the scope of the work is unknown or if diagnosis has not been possible based on the information provided by the customer.
- 7.2** When an inspection is required, an appointment will be offered to investigate further. Inspection appointments will be offered within 10 working days of the repair request. Orders or instructions for work will not be raised until the inspection has taken place and resulting repairs will be raised in the appropriate timescales or programmed into planned or batched works. The association will endeavour to facilitate response repairs without the need for an inspector visit.

8. Offering a Right First Time Service

- 8.1** We will offer a high-quality service to customers as we understand repairs are a vital need for tenants to live in a comfortable and safe home, free from inconvenience. When a repair is needed, we aim to complete the repair first time, where technically feasible, so there is no inconvenience for tenants having to wait for the repair to be completed on a follow up visit. We will diagnose repairs when a tenant reports it to us, so we can send the correct operative to complete the job, with the right material and tools.

9. Appointments

- 9.1** Individually agreed suitable appointment timeslots will be made with customers for all routine and major repairs and inspections where access to your home is required. For communal area responsive repairs and external

works where no access is required, appointments will not be made. Our target is to meet all the appointments we make.

- 9.2** If we need to change an appointment we will give you as much notice as possible. Similarly, if tenants need to change an appointment we require as much notice as possible. If an appointment is missed due to tenant unavailability or refusal to allow access, the repairs call will be closed and will need to be rebooked. Any timescales will start again with the rebooking.
- 9.3** If we are unable to gain access to carry out repairs and the integrity of the property, its fabric and/or the safety of the customer or those in the vicinity of the property is compromised, we will take appropriate action to gain access to complete a repair. This may include but is not limited to obtaining an injunction for access.
- 9.4** If we are required to gain access in this way, we will consider taking both immediate and retrospective action against the tenant for the breach of their tenancy conditions. We may pass on to the customer the costs incurred by us in taking this action. A vulnerability assessment will be carried out for each case to ensure the action is proportionate.
- 9.5** Should access be denied to carry out compliance works such as periodic Electrical and Heating inspections then The Group retain their position to suspend all repair works and capital improvements (except for Emergency Repairs) until such compliance works have been completed. Deferred repair works will be completed at the same time of the compliance inspections.

10. Decoration

- 10.1** Internal decoration including furnishings is the tenant's responsibility. Care will be taken to minimise damage to decoration during repairs work.

11. Right to Repair

The Group will meet its legal requirements under the Right to Repair. The relevant statutory timescales are set out in **Appendix A**.

12. Service Commitment

- 12.2** We aim to complete all routine repairs within the Service Level agreement timescales as set out by the Homes Board. Our response times will include anytime required for an inspection. If a repair is classified by the association as a Major repair it will be completed within 60 days after completion of an inspection. Exceptional circumstances may warrant some major repairs requiring 90 days.
- 12.2** A major repair is defined as a repair that requires significant extra work that cannot be completed under the parameters of a standard responsive repair.

Risk Assessment

The main risks associated with this policy are:

- The Group's reputation is harmed as a result of its activities
- The Group fails to maintain expenditure within agreed budget levels
- The Landlord fails to maintain properties to a good standard, impacting on the overall value of the housing stock and the financial viability of the business
- The Group fails to maintain Consumer Standards in line with the objectives and framework set out by the Government.

Consultation

An information campaign on the 'Fair Landlord' approach for customers and staff will be undertaken.

Regulation

As regulator for the Housing Sector, the Homes and Communities Agency (HCA) has issued a Regulatory Framework which as a Registered Social Landlord we have to comply with. The main Regulatory Standard applicable to this policy is the Homes Standard.

Links to Other Policies, Procedures or Documents

There are links to a number of other policies:

Rechargeable Repairs, Property Improvements, Aids and Adaptations.	Leaseholder, Empty Property/Voids
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Monitoring and Review

We will monitor our performance in delivering repairs and the results are reported quarterly as part of our suite of Key Performance Indicators. The Customer Annual Report will also include repairs performance information.

This policy will be reviewed every three years or sooner as required.

Impact Assessments

The impact of this policy will be measured as it is implemented and used as part of a scheduled one year implementation review.

Appendix A

Right to Repair (statutory timescales)

Landlords will comply with the Right to Repair provisions contained within Section 96 of the Housing Act 1985 as reformed by section 121 of the Leasehold Reform, Housing and Urban Development Act 1993. Qualifying minor repairs must be completed within set timescales. Should we not complete such work on time; the tenant has the right to request for another contractor to undertake the work and to seek compensation from the landlord. Qualifying repairs and timescales are set out in the table below. These timescale only apply where access is provided by the tenant.

Repair type	Days
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31st October and 1st May	1
Total or partial loss of space or water heating between 30th April and 1st November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached bannister or hand rail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7