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<b>DIRECTORATE / DEPARTMENT:</b> Asset Management  <b>AUTHOR:</b> Head of Property Services	Issue Date: December 2018
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<h2>Repairs Policy</h2>	

### 1. Purpose or Aim

- 1.1 The purpose of this policy is to provide staff and residents with guidance on the Associations position regarding all aspects of the repairs related activities, delivery of the service and is complemented by the wider organisation Asset Management Strategy.

### 2. This policy should be read in conjunction with, the following documentation:

- a) Repairs Procedure
- b) Mutual exchange Procedure
- c) Management of Asbestos Procedure
- d) Health and Safety Policy
- e) Customer Care Policy
- f) Compensation Policy
- g) Tenant Improvements Procedure

#### 2.1 Legal and Regulatory Framework

- 2.1.1 In addition to the requirements set down in the Homes and Communities Agency (HCA) regulatory requirements and the requirements for the organisation to ensure 'Decent Homes' compliance, this policy is also based on the following statutory obligations:

- a) Landlord & Tenant Act 1985
- b) Environmental Protection Act 1990
- c) Disability Discrimination Act 1995
- d) Social Value Act 2014
- e) Housing Act 2004
- f) The Localism Act 2011
- g) Extension of the Homes (Fitness for Human Habitation Act 2020)
- h) Coronavirus Act 2020

2.1.2 This is not an exhaustive list; many separate areas of legislation affect different aspects and types of repairs, which the Association will comply with as applicable to specific situations.

### **3. Introduction**

3.1 The repairs service is regarded as an important core service provided to the Association's residents. This is highlighted by the customer satisfaction surveys saha has carried out.

### **4. Scope**

4.1 The policy sets out the repairing obligations of the Association and of the rights and obligations of customers of saha's properties.

### **5. Objectives**

5.1 Saha's objectives are to:

- a) Provide efficient, timely, consistent and cost effective quality repairs
- b) Deliver excellent customer care
- c) Deliver opportunities for consultation and choice where appropriate
- d) Deliver accessible services to diverse customer groups
- e) Meet customer priorities and needs
- f) Be open to learning from customers and complaints

### **6. Definitions**

6.1 A repair is defined as work that arises from the identification of a defect (that is the Association's responsibility) either by a customer or other stakeholder, or from a technical inspection – either to an empty property or from an estate inspection, that needs to be addressed to make the property fit for purpose and/or preserved in its correct and safe condition.

### **7. Policy Statement**

#### **7.1 The Associations Repair Responsibilities**

7.1.1 Saha's repairing obligations are as a result of contract (occupancy agreements), statute and case law. The Association are responsible for keeping the structure and exterior of the property in repair including:

- a) External walls, external doors, external window frames and sills
- b) Drains, gutters, external pipes
- c) Access paths and steps to individual properties
- d) The roof and chimney (but not sweeping)
- e) The internal structure
- f) External decoration
- g) Lifts, rubbish chutes and shared lighting serving the building or estate
- h) Fences and gates which are the Association's responsibility to maintain. (saha will use its discretion when deciding what is provided)

7.1.2 saha must keep in repair and proper working order the pipes and other installations in homes which provide water, gas and electricity supplies.

This includes basins, sinks, baths and lavatories, but does not include other appliances that make use of these supplies, for example electric or gas cookers, which are the tenants' responsibility (unless supplied by the Association).

- 7.1.3 The Association must keep in repair and proper working order the landlord-installed heating systems in homes and the landlord-installed systems for providing hot water. The service up to and including the gas and electrical meter is the responsibility of the utility service provider.

## **7.2 Customers Repair Responsibilities**

- 7.2.1 Customers are responsible for maintaining and repairing various aspects of the inside and outside of the property and are responsible for either carrying out these works themselves or engaging a Contractor. The specific resident responsibilities are set out in individual occupancy agreements.
- 7.2.2 As also outlined in the occupancy agreements, customers have the responsibility to report repairs to the Association and allow access to contractors for repairs to be carried out.
- 7.2.3 Customers are responsible for ensuring that vulnerable people, children and pets are kept a safe distance from any items awaiting repair that present a danger and, in conjunction with repair operatives, whilst repairs works are taking place.
- 7.2.4 Before a repair is carried out, it is the customer's responsibility to ensure that furniture and carpets are moved from the affected area or covered for protection.

## **7.3 Repair Priorities, Classification and Response Times**

- 7.3.1 Dependent on the situation, repairs will be categorised and completed as emergency, urgent or routine repairs with specified timescales for each which are explained in Customer Handbook. Response times may be flexible in certain circumstances to meet customers' special needs and preferred appointment times.
- 7.3.2 Where work does not need to be carried out straight away, the work may be specified, batched and carried out as part of a programme of similar works called planned works.
- 7.3.3 Where work is carried out as part of a regular cycle, such as external decoration work, it will be classified as cyclical maintenance. The Association will publicise the details of its planned works and cyclical maintenance programmes to customers.
- 7.3.4 At all times customers will be kept informed of the progress of repairs including agreeing revised timescales should unavoidable delays occur, for example, if specific parts are awaited.
- 7.3.5 The health and safety of customers, staff and contractors is our highest priority, therefore if there is any issue that needs to be resolved to ensure that safety is not jeopardised whilst the repair is carried out, this will need to be resolved outside of the repair target timescale to the satisfaction of all parties.

## **7.4 Reporting Repairs**

- 7.4.1 Customers will be able to report repairs at a time of their choosing, by a variety of convenient and, as far as possible, cost-free means.

Reporting repairs will be possible via the telephone, e-mail, text, the website and letter, all of which will be received by the Customer Service Centre. Customers can also report repairs to staff when available on site or at available offices. Repair service contact options will be set out on the saha website and regularly published in correspondence to customers. Repairs will be logged and progressed on the day the report is received, be this an immediate repairs order or the arrangement of a pre-inspection for repairs that require further investigation prior to order.

- 7.4.2 It is important that disrepair to communal areas is dealt with effectively, and all customers and the organisation's staff have a duty to report any disrepair that they observe whilst on estates.

## **7.5 Out of Hours' Repairs Reporting**

- 7.5.1 'Out of Hours' reporting will be handled by an appointed contractor. Only absolute emergency repairs will be attended outside of the Association's Customer Service Centre opening hours. Saha's contractors will endeavour to complete a repair, but situations will arise where the emergency issue is made safe and then a further order for the full repair will be made through our standard repairs priorities.

## **7.6 Quality of Repairs**

- 7.6.1 Repairs will be completed professionally, to a specified standard agreed with customers and contractors on a 'right first time' basis i.e. completed on the first visit. Customer feedback on satisfaction with repair quality will be gathered through a variety of means, including: telephone survey and postal survey with the results used as part of the Association's management of its contractors. Quality will also be managed through the post inspection by staff of an agreed percentage of repairs.
- 7.6.2 When a repair is not carried out to the required quality level, the Association will ensure that this is rectified within a reasonable timescale agreed with the affected resident(s).
- 7.6.3 Quality of repair includes the conduct of repair operatives whilst conducting works and the removal of waste / mess that is generated as a result of the repair. The organisation provides a 'code of conduct' for all organisational and contractor staff working in residents' homes.

## **7.7 Rechargeable Repairs**

- 7.7.1 With reference to repairs the Association will not pay for damage caused by:
- a) The tenant (accidental or deliberate)
  - b) Anyone living with or visiting the tenant (inc people under the age of 18)
  - c) Any work completed by the tenant, even if the Association has agreed that work can be completed
  - d) Anything which the tenant has installed in their home, even if the Association has agreed installation

7.7.2 The following are examples of situations where the Association will charge for repairs:

- a) Forced entry to make an emergency repair that is the tenant's responsibility
- b) Removal of rubbish or belongings after the tenant moves out
- c) The tenant provided a false or unrelated crime reference number for a repair they reported as a result of a crime

7.7.3 The following is an example of a situation where the Association would not recharge for a repair:

7.7.3.1 Following criminal damage, as long as the tenant has reported the damage to the police. However, saha does require them to sign a statement of the damage, and the circumstances in which it was caused. As owners of the property that has been damaged, saha are able to make a complaint to the police in support of an investigation and possible prosecution of the offender.

7.7.3.2 The Association may, at its discretion, carry out routine and emergency repairs which are not the Association's responsibility where there is a clear health and safety risk. Repairs will normally be completed on payment in advance.

7.7.3.3 Any works carried out by tenants involving gas or electrical installations must be undertaken by a GasSafe or NICEIC registered contractor. The Association must be notified in advance and provided with the original certificates issued by the contractors.

7.7.3.4 The Association may also recharge the tenant if they make an appointment and are subsequently not in when the contractor arrives to complete the repair.

## 7.8 **The Right to Repair**

7.9 Customers have a statutory right to certain repairs within timescales set by Government in Right to Repair legislation. The Association will provide such repairs within the required timescales and provide compensation where timescales are not met.

## 7.10 **Repairs Appointments**

7.10.1 Repairs will be made by appointment at the time when the repair is reported. AM or PM slots will be offered together with the option of avoiding the 'school-run' and very early and late slots. Repair appointments must be made within the timescale for completing the repair.

7.10.2 If the repair is complex and requires an inspection (pre, post or during works), an appointment for the inspection will be given at the time the repair is reported. The operative will arrive on time with an identity card. They will fix the problem and clean up any mess. If the problem cannot be fixed at the first appointment, the repair person will offer customers another appointment or make sure that they are contacted within 48 hours to agree one.

## 7.11 **Passporting/Discretionary Repairs**

7.11.1 The Association recognises that residents have different needs. The Association may carry out passported/discretionary repairs at no cost to the tenant if the tenant requires extra help and the tenant is either:

- a) Over 75 and living alone, or with no other member of the household who is under-75
- b) In receipt of a registered care package
- c) In receipt of the higher rate of Disability Living Allowance, Attendance Allowance or War Disablement Pension.

7.11.2 The Association can only do a passported repair if the customer is living alone or every member of their household meets one or more of the eligibility criteria. Carers or children (under the age of 18) are not required to meet any of the eligibility criteria.

7.11.3 Situations may arise where the Association is intending to dispose of or demolish a property; in these situations the customer will be informed of this intention. This could, however, lead to discretion being taken regarding whether certain repairs need to be completed. The Association will, however, ensure that homes affected by this will be safe, secure and comfortable accommodation for the period that it remains in use.

## **7.12 Defects Liability Period**

7.12.1 All contractors will be required to provide a 12 month defect liability period for repairs.

7.12.2 Repairs in new homes will often be covered by the defect liability period of the property developer / building contractor or a warranty such as NHBC. Where this occurs, the Association's standard repair categorisation and target times will be superseded by those stipulated by the organisation with the repairing liability. If the Association feels that an unreasonable delay is occurring and this is seriously detrimental to the customer in the property, saha will arrange for the repair to be completed and recharged to the organisation with the repairing liability.

## **7.13 Residents' Improvements and Alterations**

7.13.1 Customers may not make improvements, alterations and additions to their home unless they first receive the Association's permission in writing. In order to avoid any doubt or misunderstanding, the installation of a satellite dish is such an addition. Customers must obtain all other necessary planning permission and building regulation approval where these are required from the Council as the local planning authority.

7.13.2 If a customer carries out an improvement, alteration or addition to their home without the Associations permission, saha may request that they remove it and reinstate their home to its previous condition. This will be done in writing. If the customer does not comply, the saha may remove the improvement, alteration or addition and re-instate their home to its previous condition. The customer will be liable for the Association's reasonable costs of doing so.

7.13.3 The on-going maintenance of any completed and approved alteration, improvement or addition will remain the customers' liability. If a subsequent customer obtains a tenancy by way of succession, assignment or mutual exchange, and the previous customer made improvements to their home, the new customer 'steps into the shoes' of the outgoing customer and is responsible for the repair, upkeep and replacement of any improvements.

7.13.4 In some situations customers may have the right to claim compensation for improvements made. To qualify approval must have been given, the costs must be met by the customer and receipts for the costs provided. Compensation would be less a deduction based on the length of time the improvement has been in place against a pre-determined lifespan, when the tenancy is terminated. Any sums owed to the Association would be taken from the compensation sum and tenancy terminations as a result of court action are excluded.

7.13.5 The formula for calculation is based on the cost of the improvement, and the number of years left of its lifespan. Compensation is not payable if the claim is less than £50. The maximum in any one claim is £3000.

#### **7.14 Making Good**

7.14.1 After completing a repair, the Association will also prepare the surface around the repair so that it is ready to be decorated. Usually this is done after there has been a leak. In some circumstances we may provide paint and decorating equipment. If the damage caused to a room has substantially affected the entire decorative surface, or all decorative surfaces, we may redecorate the entire room.

7.14.2 The Association will not be able to 'make good' if the customer has covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate or other finishes. Where damage to décor has occurred and this is not the fault of the Association or its contractor, the customer will be encouraged to claim from their home contents insurance.

#### **7.15 Laminate Flooring and Other Overlays**

7.15.1 If a home is a flat above the ground floor, customers must seek saha's permission before installing laminate or slot and groove wooden flooring. If it is laid without permission, the Association may require the customer to remove it. If permission is granted, this will be subject to the customer installing adequate insulation to saha's satisfaction to prevent noise transfer into neighbouring properties.

7.15.2 If works need to be carried out to a customers home which requires any laminate or slot and groove flooring or other floor covering to be removed or lifted, the saha will not be liable for the cost of its replacement or the costs of relaying it.

### **8. Monitoring and Reporting**

8.1 As part of our commitment to monitoring performance and quality, saha will proactively seek feedback on completed repairs from residents.

8.2 Key Performance Indicators go to Board and information is presented to residents via the annual report.

## **9. Implementation**

9.1 saha will ensure that the implementation of this policy is proactively inclusive across all activities with particular attention towards the protected characteristics as defined in the Equality Act 2010 whilst also being mindful towards the inclusivity of other vulnerable and marginalised groups that may be affected.

## **10. Roles and Responsibilities.**

10.1 The Director of Asset Management and the Director of Housing Services have a joint overall responsibility for the implementation of the policy, and each local manager will have direct responsibility to ensure it is implemented effectively

### **10.2 Agency Managed Services**

10.2.1 In certain circumstances external agencies will have repairs responsibilities for the Associations properties, but also the organisations additional responsibilities within the lease or housing management agreement. Where this occurs certain elements of this policy will not apply.

## **11. Policy Review**

11.1 saha will review the operation of this policy in consultation with its residents, staff and relevant stakeholders (where appropriate), in light of current best practice, amending the policy where required.

## Document History Log

Author	Date			Version	Approval	
	Created	Revised	Expiry		By	Date
S Holmes	April 2005		July 2008	1.0	Board	July 2005
S Holmes		July 2008	April 2011	1.1	Board	April 2011
T Bacon		21/04/2011	April 2014	1.2	Monitoring Committee	MC.023/11
P Wilkins		December 2014	March 2018	1.3	EMT	24/03/2015
M Aherne Chapter1 Review		07/02/2017		1.4		
S Haslam		October 2017		1.5		
HoPS / HoCs		Sept 2018	Sept 2021	1.6	EMT	27/11/18
BAM	Legislative Reference		Sept 2021	1.6		

Equalities Monitoring Form			
Name of Policy: Repairs policy		Carried out by: BSO	
		Date: Sept 2018	
Protected characteristics	Impact (Positive, Negative, Neutral)	Protected characteristics	Impact (Positive, Negative, Neutral)
Age	Positive	Disability	Positive
Sex	Neutral	Race	Neutral
Religion or Belief	Neutral	Sexual Orientation	Neutral
Marriage / Civil Partnerships	Neutral	Pregnancy / Maternity	Neutral
Gender Reassignment	Neutral		
If Negative impact is identified, please complete The Full EMF, including mitigations of risks section, and return to Business AssuranceTeam.			

Privacy Impact Assessment Form		
Privacy Data Impacting Policy:	Timescales for Retaining Data:	Notes:
Tenants' tenancy Files, including rent payment records, and details of any complaints and harassment cases	In general, for the length of the tenancy up to 6 years post tenancy. There may be occasion to weed very old, but still current, files. Judgement should be used in what to keep and destroy. Any live issues must be kept	Limitations Act 1980 and Best practice with DPA compliance 5th principle. For rent payment details, best practice suggests live system holds 2 years records plus current years
Former tenants' Tenancy Agreements, and details of their leaving	6 years	Best practice with DPA compliance 5th principle
Property maintenance records	6 years	Limitation for legal action.
ASB case files and associated documents	5 years or until end of legal action	