



*Tendring*  
District Council

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# HOUSING REPAIRS POLICY

NOVEMBER 2023

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## Introduction

Tendring District Council is committed to delivering a high quality, modern and effective repairs and maintenance service that ensures its homes are comfortable, well maintained and safe for people to live in.

This policy sets out the activities and responsibilities involved in our repairs and maintenance service in accordance with legislation and regulation and to meet the demands and expectations of our customers.

## Purpose of this Policy

- To ensure that we provide homes that are safe and in a good state of repair for our tenants and leaseholders
- To ensure that, when tenants or leaseholders report a repair or receive a repairs and maintenance service from us, they are treated in a consistent manner and with empathy and respect
- To provide clear information about the services provided and the responsibilities of the Council, its tenants and leaseholders
- To provide an efficient, prompt and cost effective repairs and maintenance service
- To comply with the statutory requirements, legislation and good practice relating to repairs and maintenance.
- To improve customer understanding and satisfaction with the repairs and maintenance service provided.

## Scope of Policy

This policy identifies how Tendring District Council, through its repairs and maintenance service will maintain its properties in good and safe condition.

This will cover:

- All Tendring District Council owned properties and their communal areas
- All leasehold properties within Tendring District Council owned blocks, where the structure and exterior and any common areas or items are the Council's responsibility to maintain
- The different types of repair, maintenance and improvement works carried out
- Identifying both Tendring District Council's and its tenants' and leaseholders' responsibilities for repairs and maintenance

## Types of Repair and Maintenance Works

### **Responsive Repairs**

Responsive or day to day repairs are those carried out when components fail and they cannot wait to be carried out under a cyclical, planned or improvement programme. These works typically include repairs to plumbing and sanitary equipment, door and window fittings as well as those to heating and electrical installations.

## **Cyclical maintenance**

Cyclical works are undertaken on regular planned cycles for servicing, inspection and testing of equipment, often as required by legislation or regulations

## **Planned Maintenance Works**

Planned maintenance programmes aim to achieve economies by replacing components just before they would otherwise require responsive repairs, anticipating changes in minimum acceptable standards and thus reduce future requirements for cyclical or planned work

## **Funding of the repairs and maintenance service**

The costs of undertaking and managing the repairs and maintenance activities of the Council are accounted for within the Housing Revenue Account. As part of the financial regulations in relation to Housing Revenue Account the Council is obliged to ensure that there are sufficient funds available to cover the costs of repairs and maintenance to all properties.

The annual budget for repairs is accounted for in the Housing Revenue Account Business Plan which is subject to ongoing review and amendment to take into account any significant changes to the policy and/or operating environment. These amendments may impact on the funding available for the Council's repairs and maintenance activities.

## **Legal and regulatory context**

There are legislative and regulatory requirements that set out the standards that social housing must be maintained to. These include (but are not limited to):

### **Landlord and Tenant Act 1985**

Section 11 of this legislation imposes an obligation on landlords to carry out basic repairs, covering the structure and exterior of the property and installations for the supply of water, gas and electricity and for sanitation and space heating and heating water. There is also an implied covenant to maintain the property in good order.

### **Housing Health and Safety Rating System**

The Housing, Health and Safety Rating System (HHSRS) was introduced in 2006 to provide an assessment tool for the 'Minimum Standard for Housing' (Criterion A of the Decent Homes Standard). It is a risk assessment tool designed to identify the risk to occupants in domestic properties.

### **Decent Homes Standard**

Announced in 2000 and updated in 2006, the Decent Homes Standard sets expectations for registered providers of social housing to provide tenants with quality accommodation and a cost-effective repairs and maintenance service. According to the standard, for a home to be considered 'decent' it must:

- Meet the current statutory minimum standard for housing
- Be in a reasonable state of repair
- Have reasonably modern facilities and services
- Provide a degree of thermal comfort

The Decent Homes Standard is currently under review and this policy will be revised to take account of any changes introduced as a result of this.

### **Commonhold and Leasehold Reform Act 2002**

This legislation sets out specific requirements relating to the consultation of leaseholders prior to major works being carried out to their properties and long term agreements for repairs or services being entered into where the leaseholder will be required to contribute towards the cost of these services.

### **Homes (Fitness for Human Habitation) Act 2018**

This amended the Landlord and Tenant Act 1985 with the aim of ensuring that all rented accommodation is fit for human habitation. Whilst it did not create new obligations for landlords, it required them to ensure that their properties, including any common parts of the building are fit for human habitation at the beginning of and throughout the tenancy. Where a landlord fails to do this the tenant has the right to take action in the courts for breach of contract.

### **Defective Premises Act 1972**

Section 4 of this Act places a duty on landlords to take reasonable care to ensure that anyone who might be expected to be affected by defects in a property is reasonably safe from injury or damage to their property resulting from defects.

### **Regulatory Framework for Social Housing**

The Home Standard, introduced in 2012, is one of the Regulator of Social Housing's current consumer standards and it covers both the quality of accommodation as well as the repairs and maintenance service. This sets required outcomes and the following specific expectations:

- To provide a cost effective repairs and maintenance service to homes and communal areas that responds to the needs of and offers choices to tenants and have the objective of completing repairs and improvements right first time.
- To meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

### **Social Housing Regulation Act 2023**

This legislation, which received Royal Assent in July 2023, builds upon the existing regulatory framework for housing and introduces a proactive rather than a responsive regulatory regime that is underpinned by inspection.

The proposed Safety and Quality Standard covers stock quality, decency, health and safety as well as repairs, maintenance and planned improvements.

These revised Consumer Standards are currently subject to consultation with the expectation that these will come into force in April 2024.

### **Tenant Satisfaction Measures**

As part of the new regulatory regime for housing, providers have been required to collect specified data in relation to their performance from 1 April 2023 known as Tenant Satisfaction Measures.

Of the 22 Tenant Satisfaction Measures, 12 are perception measures that will be informed by an annual tenant satisfaction survey and 10 will be informed from housing provider's own management information.

The measures relevant to repairs and maintenance are:

- Satisfaction with the most recent repair carried out
- Satisfaction with the time taken to complete most recent repair
- Satisfaction that the home is well maintained
- Satisfaction that the home is safe
- Percentage of homes that do not meet the Decent Homes Standard
- Percentage of repairs completed within our own published target timescales
- Percentage of properties that have had all necessary gas safety checks
- Percentage of properties that have had all necessary Fire Risk Assessments
- Percentage of properties in buildings that have had all necessary asbestos management surveys or re inspections
- Percentage of properties that have had all necessary legionella risk assessments
- Percentage of properties in buildings where communal passenger lifts have had all necessary safety checks

Housing providers will have to submit this information annually, commencing from April 2024 with the results being published later in the autumn of each year.

### **Right to Repair Regulations**

The Council operates within the statutory requirements of the 'Right to Repair Scheme', implemented in accordance with Section 96 of the Housing Act 1985 (as amended). This covers certain small, urgent or routine repairs costing up to £250, which are likely to jeopardise the health or safety of the tenant.

There are also specific regulations that relate to certain repair and maintenance aspects and these include (but are not limited to):

- Gas Safety (Installation and Use) Regulations 2018
- British Standard 7671 (Electrical Installations)
- Control of Asbestos Regulations 2012
- Regulatory Reform (Fire Safety) Order 2005
- Water Supply (Water Fittings) Regulations 2018

### **Responsibilities for Repairs**

The responsibility for repairing and maintaining Council owned properties is shared between the Council and its tenants, based upon legal requirements and the conditions of our standard tenancy agreements. A full list of responsibilities is outlined in Appendix A but these can be summarised as follows.

#### **The Council's responsibilities**

Keeping the structure and exterior in good condition. This includes:

- Drains, gutters and external pipes
- The roof
- Foundations, outside walls, outside doors, broken glass caused by fair wear and tear, windowsills, window frames, thresholds
- Internal walls, floors and ceilings
- Chimney and chimney stacks
- Access ways to buildings

All installations for the supply of water, electricity and sanitation facilities, provided we installed these. These include:

- Water pipes and tanks, gas pipes and electric wiring
- Electric sockets and light fittings
- Baths, basins, kitchen and bathroom sinks
- Toilets (but not the toilet seat)
- Water heaters, boilers, fireplaces and radiators
- Equipment for room and space heating
- Wired in smoke alarms and other detectors

Any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.

All shared areas and items that are our responsibility. This includes such things as communal entrance doors, roofs, guttering, staircases and lifts.

All shared services, such as lighting in the corridors and door entry systems.

Decoration of the outside of our properties, as well as any internal shared areas, as often as is necessary to keep them in good condition.

In relation to leasehold properties which have been purchased under the Right to Buy, the Council's responsibilities are detailed in each individual lease but include:

- foundations, drains, gutters and pipes on the outside of the property;
- roofs and chimney stacks;
- external fixtures, fittings and equipment;
- external walls and balconies;
- shared grounds, gardens and paths;
- shared services and facilities, such as door entry systems

### **Tenant responsibilities**

Keeping their property and any fixtures and fittings provided by the Council in good repair and condition.

Telling the Council about any repairs that are needed or any damage to their homes as soon as possible



Telling the Council about any faults that could cause injury or damage to other people or property.

Repairing, renewing or replacing a number of items in the property. Examples include but are not limited to:

- filling minor cracks in internal plasterwork including preparatory work for redecoration.
- replacing lost or broken keys.
- replacing fuses.
- changing light bulbs.
- replacing toilet seats.
- replacing plugs and chains to sanitary ware.
- replacing clothes lines in individual gardens.

Maintaining and repairing any damage caused by the tenant to their own fixtures and fittings and for any repairs needed to their own belongings.

Decorating the inside of the property as often as is necessary to keep it in good condition.

Taking all reasonable steps to heat and ventilate the property using any suitable means provided to prevent condensation and follow any reasonable advice given.

Sweeping any chimney as often as necessary to keep it in good working order. This should be at least once a year if an open fire is used.

Taking all reasonable precautions to prevent frozen and burst pipes in the property.

Installing, repairing and maintaining their own equipment, such as cookers and washing machines, and making sure should make sure that these are installed, repaired and serviced by suitably qualified and competent people.

Arranging and paying for the supply of supply of gas, electricity and water to the property.

Taking adequate precautions to prevent fire in the property.

Keeping all gullies, entrances to drains, external airbricks and vents clear and free from obstruction

Not doing anything that causes a blockage to the drains, pipes, gutters or channels in or about the property. Examples include pouring oil or fat down the drains or flushing inappropriate items, such as facial wipes, nappies and sanitary pads, in the toilet.

Using any gas burning appliances or equipment provided in accordance with the manufacturer's instructions, which includes making sure that any flues or ventilation is not blocked.

Safe keeping of door keys and fobs, window locks and the provision of additional locks

Moving furniture and any floor coverings supplied and fitted by the tenant where access is needed for repair, maintenance or improvement works

## Leaseholder's responsibilities

Leaseholders will normally own and be responsible for everything within the walls of their property, with the exception of pipes and drains that also serve other properties. This means that leaseholders will be responsible for maintaining and repairing:

- individual heating systems and appliances;
- internal doors;
- sanitary fittings, such as toilets, baths and basins;
- plumbing and pipework within the property;
- internal fixtures and fittings;
- internal decoration;
- floor coverings;
- non-structural walls;
- ceilings;
- replacing fuses, bulbs and plugs;
- chimney sweeping;
- arranging access if they lock themselves out of the property;
- any damage they cause or is caused by someone else who lives in or visits the property;
- any damage caused by their own fixtures and fittings; and
- any damage to their belongings.

Individual lease agreements normally give us the right to enter property to inspect its condition and, except in an emergency, we will give 14 days' notice of this. If repairs are needed that are the leaseholders responsibility, we will ask them to complete them within a set time. If not, we have the right to carry out the necessary works and the leaseholder will then be charged for the cost of us doing this.

Where repair or maintenance work is carried out to building components or services that the Council is responsible for, leaseholders will be required to contribute towards the cost of the works carried out, subject to the consultation requirements set out on the Commonhold and Leasehold Reform Act 2002 being complied with.

## Responsive Repairs

Reactive repairs to a property are those that are carried out in response to a tenant's notification of a problem or defect with their home. They tend to arise on a day to day basis and require attention within a short period of time. Examples include repairs to plumbing or sanitary equipment and heating appliances and electrical installations.

Before repair work is undertaken it is allocated to a response category using a set criteria to ensure that the repair is necessary and that the most urgent repairs are undertaken first

## Reporting a Repair

The Council provides a variety of ways for tenants to report repairs and these are:

- Online at [www.tendringdc.gov.uk/housing/council-housing/report-council-property-repair](http://www.tendringdc.gov.uk/housing/council-housing/report-council-property-repair)
- By emailing [housingrepairs@tendringdc.gov.uk](mailto:housingrepairs@tendringdc.gov.uk)
- Telephone on: 01255 686477
- In person at our Reception, Council Offices, 88-90 Pier Avenue, Clacton which is open Monday, Tuesday and Wednesdays between 10am and 1pm

Repairs can also be reported by Council officers, support workers or carers using any of the methods above.

It is the tenant's responsibility to report repairs promptly as and when they become needed. This is particularly important if leaving the repair unattended could cause further damage or deterioration to the property or risk of injury to residents or others. Failure to report repairs may be considered neglect of the property and is a breach of the tenancy agreement.

When a tenant wishes to notify us of something that needs repair, the following information should be provided:

- Name of tenant
- Address of the property
- Contact telephone number and email address
- As much information as possible about the repair that is needed
- Days / times when the tenant will be available
- Information on any vulnerabilities or special needs

## Repair Categories

To help deliver an efficient and cost effective service, repairs will be prioritised according to the nature of the work involved. This means that repairs required as a result of component failure or breakdowns that put tenants' health and safety, or the property, at risk will be dealt with faster than those that can safely wait.

Prioritisation will also reflect the vulnerabilities of the tenant and current weather conditions.

Our current repair categories are:

- 1 = Emergency 24hrs
- 2 = Urgent 3 Days
- 3 = Routine 14 Days
- 4 = long-term 56 Days

### **Emergency repairs**

These are repairs that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to the property.

Examples of emergency repairs would include loss of all electrical power to the building, loss of all heating and hot water, blocked toilet, insecure main entrance to the building.

Emergency repairs will be attended to on the same day as they are reported.

### **Urgent repairs**

These are repairs that may affect the comfort of tenants and may cause damage to the property if not carried out urgently.

Examples include a leaking roof, rotten timber flooring or stair tread, loose or detached banister or handrail, blocked sink, bath or basin

Urgent repairs will be attended to within one to three days.

### **Routine Repairs**

Routine repairs are defined as work requested by the tenant to existing elements of their property due to fair wear and tear.

Examples of routine repairs include easing an internal door or clearing an overflowing gutter

Routine repairs will be attended to within 14 days

### **Long Term Repairs**

Long term repairs refers to those where the work is more involved than a standard day to day repair and involves replacement of elements of the building which needs planning but where these works are not included on a forward planned programme.

Examples of long term repairs include replacement of all the gutters on a property, replacement of fascias and / or soffits and damp proofing works.

Long term repairs will be attended to within 56 days.

## Appointments to carry out repairs

When a customer notifies the Council of a repair they will be advised that the contractor will contact them directly to arrange a convenient date and time for the works to be carried out.

Wherever possible, a range of available appointments will be offered including morning, afternoon and to avoid schools run times.

The Council always aims to complete repairs within its published and / or mutually agreed timescales. However, this may sometimes not be possible, such as if special parts have to be ordered or if repairs are dependent on other organisations or suppliers. If there is a delay in being able to complete a repair then tenants will be notified, advising of the reason and when the repair is likely to be completed.

If an appointment has been arranged that cannot be kept, tenants are asked to tell us as soon as possible so that an alternative appointment can be arranged.

If we or our contractor needs to rearrange an appointment that has been arranged with you, we will contact you as early as possible and offer you an alternative time.

## Pre-inspections

For some jobs, one of our surveyors will need to carry out an inspection before the repair can be arranged. This may be where the scope of the repair is not known or clear or where we do not have sufficient details to order the repair.

An appointment for the pre inspection will be made when the repair is reported to us and the surveyor carrying out the inspection will then confirm what work needs to be carried out and arrange this after their visit.

## Out of Hours Emergencies

The Council operates an out of hour's service to complete emergency repairs in order to make the property safe until a full repair can be undertaken. This service is available through 01255 222022.

An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage or is needed to ensure a home is secure.

Examples include:

- Major electrical faults.
- Severe water leaks.
- Major drainage problems.

If a repair is reported in this way but is not assessed to be an emergency, the tenants will be asked to call back during normal office hours.

In situations where an operative attends the property but finds that there wasn't a genuine emergency, the Council may recover the cost of the call out in accordance with its Recharge Policy. An example would be where a fault with a gas heating or electrical installation is found to have been caused by there not being any credit on the meter.

The priority in instances of emergency repairs will be to make the property safe and follow up visits may be required to undertake a full repair. These will be carried out at a convenient date and time agreed with the tenant in line with the approach to routine repairs.

During the winter period, the out of hour's service for emergency repairs will include heating and hot water repairs. During the summer period, these repairs will be undertaken as a routine repair.

## Allowing Access

In accordance with the terms of the Council's tenancy agreements, tenants are required to let our employees, contractors or anyone else working on our behalf into the property to inspect its condition or that of any fixtures and fittings, or to carry out repair, maintenance or improvement works or for any other reasonable purpose. Unless in an emergency, we will give a minimum of 24 hours' notice

Where access cannot be gained to undertake a repair the Council will take appropriate measures to make further arrangements for works to be carried out.

These measures may include some or all of the following:

- Leaving a card asking the tenant to rearrange a visit
- Telephoning the tenant to rearrange the visit
- Writing to the tenant requesting that they contact the Council to rearrange a visit
- Sending a surveyor out to inspect in instances where the tenant's original repair report suggests a potentially hazardous situation exists

In some circumstances, and depending on the nature of the repair, a request may be cancelled if repeated attempts to gain access are not successful.

However, if the repair is considered necessary for health and safety or other reasons, preventing access to a property may be considered a breach of their tenancy and result in legal action being taken to gain access. The cost of this will be passed on to the tenant in accordance with our Recharge Policy

In addition to allowing access, tenants are responsible for cleaning surfaces, moving furniture and personal belongings from the area that the repair will be carried out in. work area.

Tenants are also required not to obstruct access to their property indirectly, for example by the accumulation of furniture, personal belongings, stored items or unhygienic conditions.

## Recharging for Repairs

In some circumstances, the Council will recharge tenants the amount it costs to carry out repairs to their home.

A rechargeable repair is one that is normally the result of neglect, misuse, unauthorised works or damage caused by a tenant, leaseholder or third party and examples include damage caused by vandalism, blocked drains or sanitary ware caused by the tenant and clearing a property at the end of a tenancy where this has not been carried out by the outgoing tenant.

Further information is included in our Rechargeable Works Policy for Tenants and Leaseholders.

## Decanting Tenants

Major repair and maintenance works will normally be carried out whilst tenants remain in their property. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are so extensive, when works cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works and the tenant will normally be given this option.

This will be carried out in accordance with the Council's Decant Policy

## Void Works

This is the collective name for the range of repairs, improvement works and checks that are carried out once a tenant has vacated a property and prior to it being relet.

The Council is committed to only letting good quality and safe homes and details about the standard of works carried out are contained within the Empty Property Standards for Council Tenants.

## Cyclical Maintenance

These are works carried out on regular planned cycles for the servicing, inspection and testing of equipment, often as required by statute or regulations or to maintain the generation condition of the stock.

The Council carries out cyclical maintenance to ensure that appliances and equipment are maintained to safe operating standards and to comply with legislation and associated guidance.

Examples of cyclical maintenance include:

- Servicing of gas heating systems/installations (to include the statutory requirement for an annual gas safety check).
- Smoke detector testing
- Servicing of communal boilers.
- Periodic inspection of electrical installations.
- External painting and the decoration of internal communal areas.
- Servicing of passenger lifts and stair lifts
- Water hygiene and legionella testing

## Planned Maintenance and Improvement Works

Planned maintenance and improvement works are programmed in advance and usually involves the replacement of external or internal elements of properties such as kitchens, bathrooms, windows, central heating and roofing.

These works are programmed according to stock condition survey information and components will be replaced in accordance with their anticipated lifespan. These contracts normally provide economies of scale by including a large number of properties usually within the same area.

Example of planned maintenance and improvement works include

- Kitchen replacements
- Bathroom replacements
- Boiler replacements
- Fitting of new windows and doors

When replacing building components or facilities the Council will aim to use superior quality items that are more sustainable, offer better value for money over time and improve the environment of estates and communal areas.

## Properties Beyond Economic Repair

In accordance with the Council's Property Strategy and Property Dealing Procedure, the Council may dispose of properties where they are considered to be beyond economic repair.

The intention is that, rather than spend large amounts of money trying to repair, maintain and improve properties which fall into this category, the opportunity will be taken to remodel or replace it with redesigned or new, high quality properties which are better suited to the future needs of tenants.

As and when obsolete properties are identified and programmed for replacement, the Council will move to limit the amount of resources it spends on the subject properties in carrying out day to day, cyclical and planned maintenance works. This is to avoid financial resources being wasted on repairing and maintaining properties that are not going to be kept.

However, the Council will continue to meet all its legal and regulatory obligations in carrying out essential day to day repairs, cyclical and planned maintenance, notably including annual gas servicing and safety check works and periodic electrical testing works.

## Right to Repair and Compensation

Under 'The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994' Secure and Introductory tenants are entitled to have certain repairs, known as qualifying repairs, carried out within a prescribed period of time. Tenants may be entitled to compensation of up to £50.00 where the repair is not completed within the specified time limits.

However, this only applies to 'qualifying repairs', that the Council is responsible for, which are below the value of £250.00 and these include the following:

Right to Repair jobs and time to complete	Repair to be completed within (working days)
Total loss of electrical power	1
Partial loss of electrical power	3
Unsafe power, 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 heating or hot water between 1 <sup>st</sup> November and 31 <sup>st</sup> March	1
Total or partial loss of heating or hot water between 1 <sup>st</sup> April and 31 <sup>st</sup> October	3
Blocked or leaking foul drain, soil stack or toilet pan (where there is only one in the property)	1
Toilet not flushing (where there is no other working toilet in the property)	1
Blocked sink, bath or basin	3
Tap which cannot be turned on or off	3
Leaking from water or heating pipes, tanks or cisterns	1
Insecure window, door or lock	1
Leaking roof	3
Loose or broken banister or handrail	3
Rotten timber flooring or stair treads	3
Door entry system not working	3
Mechanical extractor fan in internal kitchen or bathroom not working	3

If any of these repairs are not completed within the specified time, tenants will be entitled to £10 compensation plus a further £2 for each working day that the repair remains outstanding up to a maximum of £50.00



## Our Service Standard for Repairs and Maintenance

When requesting or discussing repairs and maintenance, our staff and contractors will

- Be polite and courteous
- Take the time to fully understand the repair you are reporting and confirm whether this falls within our responsibility
- Book an appointment with you that works best for you
- Check any special arrangements, for example relating to pets or children in the property and make sure that our operatives understand the requirements
- Identify any special needs or vulnerabilities a tenant or member of their household may have
- Respect tenant's privacy

The person carrying out the repair or maintenance work to your home will:

- Wear an identity badge clearly showing their name and company name.
- Carry out works between 8am and 6pm Monday to Friday. Except in an emergency, our contractors will only work outside these hours if you have agreed it.
- Make and keep appointments or if they cannot, they will give 24 hours' notice, and arrange a new appointment with you.
- Treat you and your family in a polite, courteous and reasonable manner.
- Not play music without your permission.
- Park sensibly so you and your neighbours are not inconvenienced.
- Keep disruption to a minimum including noise levels and any nuisance arising from smoke, dust, rubbish or other cause.
- Protect fixtures, fittings and possessions.
- Make sure that your home is kept secure
- Check with you before using your water or electricity.
- Not unplug any of your equipment without permission.
- Reconnect and test any services if they have been disrupted.
- Let you know if they need to turn off electricity, water or other services to your block unless it is an emergency.
- Provide temporary heating or water facilities if they are needed.
- Clear all rubbish and debris at the end of each day
- Show you how to use and set up any new installation or equipment, and/or give you any instructions manuals (if applicable).
- Not use your toilet facilities without your consent.
- Not leave communal doors open.
- Not enter your private garden to complete repairs to another property or block without your consent.

## How You Can Help Us

- Let us know as soon as possible if you or any member of your household has any medical condition that may be affected by the works.
- Keep any appointments that are made with you and let contractors into your home.
- Phone us or the contractor as soon as possible if you cannot keep an appointment.
- Check the identity badges of contractors before letting them into your home.
- Move any items and small appliances that will be in the way of the works including anything outside in the garden and make sure you protect items which have special value.
- Do not smoke in the areas of your home that our contractors will be working in.
- Do not leave any children alone in your home whilst work is being carried out.

- Keep your children away from our contractors' tools, materials, rubbish and make sure that they do not climb on any scaffolding or in any skips.
- Do not leave pets unattended and make sure they are kept away from contractors working area as well as their tools and other equipment.
- Be considerate towards our contractors.
- Understand that we will always do our best but there may be disruption and things do not always go to plan.

## Measuring Quality and Performance

The Council is committed to ensuring that its repairs and maintenance services are delivered to a high standard, providing high levels of customer satisfaction and value for money. To make sure that we do this, we monitor and manage performance through a range of methods including.

- Comparing our performance against key performance indicators and relevant tenant satisfaction measures with other social housing providers
- Carrying out a number of inspections after repairs and maintenance work has been carried out to check for quality
- Asking tenants and leaseholders for their views on the works carried out to identify any specific issues as well as any trends over time
- Measuring whether repairs are completed within the target times.
- Measuring whether repairs are completed on the first visit wherever possible.  
Respond to identified *trends in repairs in certain locations or property types and use this to inform planned works.*
- *Where possible identify homes where repairs haven't been reported for more than a year or where frequent repairs are reported in order to seek to identify any additional support or other needs.*

## Complaints Procedure

The Council's Housing Complaints Policy is also available to any resident who is dissatisfied with any aspect of repair and maintenance work carried out.

Further information can be obtained from the Council's Housing Complaints Policy.

## Equalities Statement

The Council recognises that it delivers Housing Revenue Account services to communities within which there is a wide social diversity, and is committed to providing equal opportunities and valuing diversity.

Through the management of its repairs and maintenance service, the Council and its contractors aim to treat all customers fairly, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation and marital status.

Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable and the Council will ensure that The Council will tackle inequality, treat people with dignity and respect and continue to work to improve services for all service users

The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminate discrimination, harassment, victimization and to advance equality of opportunity and foster good relations between people with differing characteristics

To enable customers to have clear information and equal access to our repairs and maintenance service information will be made available in a range of appropriate languages and formats, when requested.

## Restrictions to the Repairs and Maintenance Service

There are some circumstances where the standard repairs and maintenance service may not be provided and these include:

### **Right to Buy**

Under the Housing Act 1985 (as amended) most secure tenants have the right to buy their property providing they occupy the property as their only or main home and meet the qualifying period of having held a public sector tenancy for three years.

Once a tenant has applied to purchase their Council property under the Right to Buy legislation, we will only carry out emergency or urgent works to the property. These include:

- Repairing and maintaining the structure and exterior of the property
- Heating and hot water appliances
- Pipes and wiring within the property

We will only place repair orders for repairs that are required by legislation. Repairs that are not required by legislation will not be ordered or completed.

Properties that are subject to a Right to Buy application will also be excluded from planned maintenance and improvement programmes. The only exception to this is when works are planned to be carried out to a communal item or area, which the Council will retain responsibility for repairing after the sale of a flat or maisonette takes place.

Once a house is sold under the Right to Buy, the new owner becomes responsible for all repairs and maintenance

Once a flat or maisonette is sold under the Right to Buy, the leaseholder becomes responsible for all internal and non-structural repairs whilst the Council retains responsibility for the exterior and structure of the building and any shared areas, items or services. The leaseholder will be required to contribute to any works carried out to these items.

### **Mutual exchange**

In accordance with the Housing Act 1985, secure tenants have the right to exchange their properties with another council or housing association tenant, providing each party obtains their landlord's written agreement. A mutual exchange is an assignment of the tenant's existing secure tenancy and a fresh tenancy is not created as a result of any assignment.

Tenants that move home via a mutual exchange take the property as seen and all of the responsibilities of the outgoing tenant will pass to the incoming tenant. Any other repairs that arise after the mutual exchange has taken place will be dealt with in accordance with this policy

### **Tenant alterations or improvements**

In accordance with the Housing Act 1985, secure tenants have the right to carry out improvements to their property, subject to obtaining their landlord's prior written consent.

Where tenants have carried out alterations or improvement to the property, the Council will not accept responsibility for carrying out repairs, maintenance or servicing to these alterations to these alterations

At the end of their tenancy, tenants will not be permitted to remove fixtures that are an essential feature of the structure or installations.

## Review of Policy

The policy will be reviewed every three years in consultation with tenant representatives, staff and other stakeholders unless there are any reasons, such as legislative or regulatory changes, requiring that it be reviewed earlier.

## Appendix A – Who is responsible for repairs?

Repair	Us	You	Further details or exceptions
Adaptations carried out to your property to help you with a disability	√		Unless this relates to equipment installed by Social Services or portable equipment
Banisters and handrails	√		
Baths and basins	√		
Bathroom fixtures and fittings		√	Including bathroom cabinets, mirrors, shower curtains, towel rails and toilet roll holders
Blinds, blind fittings and cords		√	We are responsible for these items in the communal areas of our sheltered housing schemes/
Brickwork including air bricks	√		
Car parks	√		
Carpentry	√		
Carpets		√	
Ceilings	√		It is also your responsibility to remove these to allow any work to be carried out to either the floor or sub floor area
Chimneys including chimney pots and covers	√		
Chimney sweeping		√	
Clothes lines and rotary driers in shared gardens	√		
Clothes lines and rotary driers in individual gardens		√	
Coal bunkers	√		
Communal areas	√		Including lighting, doors and locks, door entry systems, bin chutes and stores and any lifts
Cookers		√	
Damp proof course	√		
Decoration inside home, including filling minor cracks in plaster		√	
Decoration outside your home, including in any shared areas	√		
Doorbells		√	
Door furniture	√		Including locks, handles and letterboxes
Door entry systems	√		
Doors inside your home	√		Including doors and frames

Doors into your home and in any communal areas	√		Including doors and frames
Downpipes	√		
Drains	√		Including blocked or damaged drains outside
Driveways	√		
Drying areas in shared areas	√		
Electric central heating systems and appliances	√		
Electric plugs		√	
Electric wiring including sockets and switches	√		
Electrical appliances		√	Including cookers, fridges and washing machines
Electricity supply and meter		√	You are responsible for arranging this with a supplier
Extractor fans	√		
Fences	√		
Fires – gas or electric	√		
Fixtures and fittings		√	Including coat hooks and curtain rails
Floorboards	√		
Floor tiles	√		
Flourescent strip lights	√		
Foundations to the property	√		
Fridges		√	
Furniture		√	
Fuse boxes	√		
Garages including door locks	√		
Gardens to individual homes		√	Including turf, recycling and refuse containers
Garden sheds	√		
Garden walls	√		
Garden gates	√		
Gas central heating systems including flues, pipes, radiators, timers and pumps	√		
Gas pipes	√		
Gas supply and meter	√		You are responsible for arranging this with a supplier
Glass to windows and doors	√		
Guttering	√		
Immersion heaters	√		
Keys – replacement of keys to your home		√	

Keys – replacement of keys to a communal entrance door	√		
Kitchen cupboards	√		
Kitchen worktops	√		
Lifts and stair lifts	√		
Light bulbs		√	
Light holders including fittings	√	√	
Lighting to shared communal areas, such as hall ways	√		
Locks	√		
Loft hatches	√		
Manhole covers and frames	√		
Oil fired central heating systems	√		
Outbuildings	√		
Overflow pipes	√		
Parking areas	√		
Pathways	√		
Plaster	√		
Plugs or chains for sinks, wash hand basins or baths		√	
Porch	√		
Rendering – rough plaster on the outside of your property	√		
Roofing including tiles,	√		
Roof lights	√		
Sash cords in windows	√		
Showers and shower trays	√		
Sink or wash hand basin blockages	√		
Skirting boards	√		
Smoke detectors	√		
Soli fuel heating systems	√		
Stairs	√		
Steps to front or back doors	√		
Taps	√		
Toilet bowl	√		
Toilet seats		√	
Tumble driers including their vents		√	We will be responsible for the vent if we have installed it to help you tackle condensation.

TV aerials and satellite dishes		√	
Ventilation system	√		
Wall tiles	√		
Washers on taps	√		
Water heating	√		
Water supply including hot and cold water tanks and pipes	√		
Window fittings including locks and catches	√		
Window frames	√		
Window sills	√		
Woodwork on the outside of your home	√		

**Please note that:**

If you have carried out alterations or improvement to your home, the Council will not accept responsibility for carrying out repairs, maintenance or servicing to these alterations

If the repair is needed because of damage caused by you or anyone who lives with or is visiting you, we may charge you for these repairs.

If the damage is the result of vandalism, burglary or other criminal activity, we will not charge you if you have a crime reference number from the Police.

You may also be charged for clearing blockages in drains or to sinks and wash hand basins, if these have been caused by you putting inappropriate items down the waste.