

<b>HOUSING REPAIRS AND MAINTENANCE POLICY</b>			
<b>Area</b>	: Housing Service		
<b>Department</b>	: Housing Commercial Services		
<b>Subject</b>	: Housing Repairs and Maintenance Policy		
<b>Procedure Ref:</b>		<b>Owner:</b>	<b>Housing Commercial Services Manager</b>
<b>Date approved:</b>	<b>3 March 2020</b>	<b>Effective date:</b>	<b>3 March 2020</b>

Please state what policies and strategies (if any) this policy is linked to (a list of policies and procedures can be found at [policies and strategies](#))

**linked to**

- Tenancy Agreement
- Compensation Policy
- Rechargeable Works Policy
- Complaints Policy
- Health and Safety Policy
- Equality Impact Assessment relating to the Repairs and Maintenance Policy.

<b>Version</b>	<b>Date</b>	<b>Details of amendment</b>	<b>Creator/ amender</b>	<b>Approved by</b>	<b>Next review due</b>
1	3 March 2020	Review of previous version and update to new format	Louise Austin	Richard James	March 2023
2					
3					
4					

Copies of this document are available upon request and can be obtained in large print or translated into other languages, if required.

# HOUSING REPAIRS AND MAINTENANCE POLICY

## Contents

1. Reasons for Policy	3
2. Legislative Context	3
3. Objectives of the Policy	3
4. Definitions	3
5. Responsible Party	4
6. Landlord and Tenant Repair Responsibility	4
7. Permissions for tenants to make property alterations	6
8. Repair Priorities	6
9. Reporting Repairs	7
10. No Access	7
11. Recharges	8
12. Compensation	8
13. Empty Homes	9
14. Cyclical and Planned Maintenance and Landlords Health & Safety	9
15. Compliments and Complaints	10
16. Equality and Diversity	10
17. Implementation and Monitoring	10
18. Key Performance Indicators	11
19. Service Standards	11
20. Right to Review	11

## 1. Reasons for Policy

- 1.1 This policy sets out how the Council will meet its legal and regulatory duties as a landlord in respect of repairing and maintaining its Council housing stock; all as part of a wider Asset Management Strategy. This policy should therefore be read in conjunction with the Asset Management Strategy (due to be revised in 2020) and other policies and documents referred to in this policy.
- 1.2 The policy also provides the broad parameters to deliver an excellent repairs and maintenance service that enables people to live in well maintained, warm and safe homes.

## 2. Legislative Context

- 2.1 This policy is governed by a large number of regulations and statutory law. They set out the duties that need to be undertaken to provide a repairs and maintenance service. They include (but not limited to):

Construction, Design Management 2015 (as amended)  
Section 11 of the Landlord and Tenant Act 1985  
Public Health Act 1963  
Housing Act 1985  
Home Standard 2015  
Environmental Protection Act 1990  
Equality Act 2010  
Human Rights Act 1998  
Commonhold and Leasehold Reform Act 2002  
Secure Tenants of Local Housing Authorities Regulations  
Gas Safety (Installation and Use) Regulations 1998  
Fire Reform Regulations 2005  
Guidance specifically the Regulatory Reform (Fire Safety) Order 2005  
The Control of Asbestos Regulations 2012 (as amended)  
Health and Safety at Work Act 1974  
The Management of Health and Safety at Work Regulations 1999  
Control of Substances Hazardous to Health Regulations 2002 (as amended)  
Water Supply (Water Fittings) Regulations 2018 (as amended)

## 3. Objectives of the Policy

- 3.1 The objectives of this policy is to enable an efficient and effective repairs service that maintains the properties we let as a decent place to live. To achieve this, we will: -
  - Be clear about the repair and maintenance responsibilities for the Landlord and the Tenant.
  - Enable repairs to be reported in a number of ways.
  - Organise repair priorities that balances operational needs and tenants' requirements; aiming to deliver a right first-time approach that achieves good value for money.
  - Deliver a consistent and equitable service to our tenants.
  - Make best use of performance information to continually improve the service.
  - Ensure that the health and safety of all concerned are at the forefront of what we do.

## 4. Definitions

**Decent** – The Decent Homes Standard from the Ministry of Housing, Communities and Local Government provides the minimum standard of housing conditions that all our housing must meet. The standard focuses on the condition of external structural components such as roofs, chimneys, windows, and doors, and internal fixtures such as kitchens, bathrooms, and central heating systems, ensuring all of these components are kept ‘decent’.

**EIA** – this stands for Equalities Impact Assessment. EIA’s are used by the Council to examine our services and policies to see whether they have the potential to affect people differently. The main purpose is to identify and address existing or potential inequalities resulting from policy and practice development to ensure there is no negative affect on a particular group.

**Improvement works** – is the term used for works carried out on the property where a key component is replaced i.e. a new kitchen, bathroom, roof etc

**Lettable Standard** – is the standard that a property will meet before the start of each new tenancy.

**Recharges** – is the costs that may be charged to the responsible tenant due to repairing damage or neglect to our properties, in accordance with the Rechargeable Works Policy.

**Repairs Handbook** – is a guide to help tenants understand their repair and maintenance responsibilities and helps them to report repairs.

**Responsive Repairs** - are defined as work requested by the tenant to existing elements of their property. These are considered as day to day repairs and do not include: -

- Planned cyclic maintenance, e.g. lift maintenance, electrical testing or cyclical painting.
- Planned capital work, e.g. external painting, guttering, paving and fencing
- Planned property improvements e.g. such as new kitchens and bathrooms
- Empty homes / Void property work
- Aids and Adaptation work
- Landlord health and safety compliance such as gas servicing,

**Right First Time** – is the term used for responsive repairs that have been completed on the first visit to undertake a repair. The Right First Time definition is periodically reviewed and agreed with the appropriate tenant groups.

## 5. Responsible Party

- 5.1 The Commercial Services Team Manager is responsible for the operational delivery of services in accordance with this policy.

## 6. Landlord and Tenant Repair Responsibilities

### 6.1 Landlord Repair Responsibilities

The Council are responsible for the repairs and maintenance of the main structure and common parts of the building. We will:

- a) Keep the following in good repair and repair any damage that has not been caused by the tenant, anyone living at the property or visitors to the property.

- The structure and exterior of the building including roofs, chimneys, external windows and doors, built in garages.
  - Drains, external pipes and guttering.
  - Sewers, which are not the responsibility of another person or body.
  - Paths, steps or other access routes that connect the front of the property to the front door and the front door to the back door.
  - Sanitary fittings in the property, such as baths, basins and WC's.
  - Heating and hot water.
  - Communal areas including entrance halls and stairways.
- b) Maintain any installation provided by the Council for water and space heating and for supplying water, gas and electricity (excluding meters). The Council will also arrange for gas and solid fuel appliances owned by the tenant to be serviced annually. The Council will make all reasonable efforts to enable access to carry out the work.

## 6.2 Right to Repair

The Council will meet its legal requirement under the Right to Repair. The relevant statutory timescales are set out in that scheme and included in the Repair Handbook.

## 6.3 Leasehold Properties

The Landlords repairing responsibilities for leasehold properties are detailed in each individual lease.

## 6.4 Tenant Repair Responsibilities

Tenants are to comply with all conditions laid out in section 6 of the Tenancy Agreement, relating to repairs and maintenance. Tenants repair responsibilities are provided in more detail in the Repairs Handbook.

It is the tenants responsibility to report repairs promptly, to avoid causing further damage to the property or risk of injury to tenants or others. Failure to report repairs may be considered neglect of the property and is a breach of the Tenancy Agreement.

Tenants are responsible for: -

- Providing access to the property in accordance with section 5 of the Tenancy Agreement.
- Repairing and maintaining any alterations or improvements which they have carried out to the property following approval from the Council.
- Repairing any damage to any part of the property caused by the deliberate or careless actions or omissions of the tenant, anyone living at the property or visitors to the property.
- Keeping the property in good internal decorative order, including making good any internal decoration affected by home improvement works or repairs.
- Anything installed or fitted by the previous tenant following a mutual exchange.

## 6.5 Undertaking work on behalf of the tenant

A tenant may ask the Council to undertake small repairs for which the tenant is responsible, for example internal decoration.

A request will only be considered subject to:

- the tenant not being in breach of any relevant part of their Tenancy Agreement.
- the tenant not having any outstanding recharges.

- the availability of our In-House Repairs Team (or sub-contractors) to undertake the work within the tenant's timescale.
- prior agreement to the cost by the tenant.

As this is not a subsidised service the cost agreed will cover all costs the Council is permitted to charge.

## **7. Permission for tenants to make property alterations**

- 7.1 A tenant may make alterations to their home providing they have obtain permission from the Council prior to works taking place. Permission may contain conditions that the tenant is required to comply with to ensure that the work is completed to an acceptable standard and in accordance with all relevant regulations and other necessary consents, such as obtaining planning permission.
- 7.2 A condition of any permission may also require the tenant to remove any permitted alteration where it has failed to meet the required standard, where the alteration has deteriorated beyond economic repair, and reinstate the property as if the alteration had not taken place. This may occur at any time during or at the end of a tenancy.
- 7.3 The Council will not withhold permission without due cause but reserves the right to refuse a request to make an alteration.
- 7.4 Depending on the nature of the work the Council may inspect the work during and/or on completion. Minor work, such as replacing taps, will not be inspected.
- 7.5 Tenants are responsible for the repair and maintenance of the alteration during the tenancy.
- 7.6 In accordance with the Housing Service Compensation Policy when a tenant leaves their home, under "The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994", compensation for improvements they have made can be paid, upon request. The value of the compensation is determined through an assessment process laid down in the regulations.

## **8. Repair Priorities**

- 8.1 Repair priorities will cover all of the landlord's repair responsibilities including statutory repairing obligations. Repairs priorities are defined as:

### **8.1.1 High Priority**

These are repairs where there is a potential to cause significant risk to the tenant or the property. A 'High Priority' repair includes emergencies that cause total loss of power (excluding power cuts), total loss of water caused by a problem at the property, leaking pipes and/or appliances, blocked toilets and soil pipes, repairs to keep a property secure and those that fall under the Right to Repair Scheme. Depending on the type of repair, work will be completed within 1 to 3 days. The timeframe for each type of High Priority repair is listed in the Repairs Handbook.

### **8.1.2 Tenants Choice**

Where a repair is not high priority but requires completing relatively quickly, an appointment will be made from a range of available dates that suits the availability of the tenant. A 'Tenants Choice'

repair includes those that are needed to ensure the property and the tenant remain safe, warm and dry and/or prevents a repair becoming larger or causing associated damage. The timeframe to complete this type of repair will be determined by the appointment date selected by the tenant.

### 8.1.3 Scheduled Repairs

Scheduled Repairs are those that fall outside of the 'High Priority' or 'Tenant Choice' category. They are generally larger scale repairs or replacements which can often be grouped together to create more economic programs of work. Examples of work that fall under this category is listed in the Repairs Handbook.

The start date for the work will be agreed with the tenant within 20 working days from receipt of the repair request. The work will be completed in no more than 60 working days from receiving the repair request.

## 8.2 Repair Inspection

The majority of repair requests are raised based on the information obtained during a telephone call with the tenant. It is not always possible to fully diagnose or determine the work required from the information provided during the repair call. When there is a requirement to measure, scope or inspect work, where it is convenient for the tenant a repair inspection appointment will be agreed and booked with the tenant to be carried out within 10 working days of the tenant request. When the work has been fully diagnosed the priority for the work will be agreed.

## 9. Reporting Repairs

### 9.1 Reporting Repairs during office hours.

The Council offers a range of ways for reporting repairs, including emergency repairs. Tenants are able to report repairs by telephone, or in person, during office hours, by email, or in writing. A new Housing (including Repairs) system is planned to go live shortly after the effective date of this policy. That system will increasingly enable tenants to report repairs online via a tenant's portal without the need to wait for office hours.

### 9.2 Reporting Emergency repairs outside of normal office hours.

Tenants are able to report emergency work to the Councils out of hours helpline by telephone or by emailing the Councils central control desk. These are repairs where there is a potential to cause significant risk to the tenant or property that cannot wait until the next working day. As described in paragraph 8.2, above, developments in online tenant portals in the future will also extend to reporting emergency repairs.

## 10. No Access

### 10.1 If the tenant fails to provide access for a pre-arranged appointment, a missed appointment card will be left at the address, requesting the tenant rearrange the appointment within 7 days. If contact is not made a further attempt to communicate, by the tenants preferred contact method, will be made.

- 10.2 The repair or inspection will be cancelled after 7 days of the second communication, if the tenant has not rearranged the appointment. If the tenant makes contact after this time the repair, or inspection, will be treated as a new request.
- 10.3 In the case of an appointment to undertake a Landlords Health and Safety check, such as to the gas installation, the service will liaise with Housing Management to use all avenues available, including the use of legal action, to gain access and complete the check.

## **11. Recharges**

### **11.1 Rechargeable Work**

All repairs that are caused by damage whether intentional, accidentally or as a result of negligence will be recharged to the tenant in accordance with the Rechargeable Works policy.

Tenants can be charged for the following reasons: -

- Repairing any damage caused to the property, garden or communal area
- Replacement of fixtures and fittings that are beyond repair
- Reporting Emergency Repairs that are not an emergency
- All associated costs incurred as a breach of Tenancy Agreement conditions
- All associated costs incurred as a result of neglecting the upkeep of a garden
- Where the removal of rubbish, goods and belongings is required to clear a property left behind by the former tenant. The cost of storing former tenants' belongings will be made in accordance with the relevant policy.
- An additional call out charge will be added for out of hours call outs where the repair is rechargeable

All costs associated with the repair will be recharged including an administration fee and vat.

Where there are outstanding charges or other breaches related to the tenancy agreement the right is reserved not to attend to subsequent chargeable repairs.

### **11.2 Cancelled and Missed Appointments by the Tenant**

Costs associated to missed appointments negatively impacts on the Councils funds. Where appropriate, missed appointments may result in a recharge to recover any costs incurred by a missed appointment / late cancellation where that is allowed for in line with the Rechargeable Works Policy.

## **12. Compensation**

- 12.1 The Housing Service Compensation Policy describes when there has been a failure in the delivery of Housing Services which has resulted in inconvenience to a tenant, or when a proven complaint, which has been investigated under the Council complaints procedure, is serious enough to require the payment of compensation.
- 12.2 Compensation is considered to be a remedy for inconvenience or distress caused by a service failure, and claims will be considered on a case-by-case basis.
- 12.3 Compensation payments will be considered where:



- There has been a failure in standards of service delivery.
- Where NWLDC has failed in its repairing obligations as a landlord, or has failed to meet a repairs deadline as specified below.
- There has been loss or damage to persons, or personal property where liability is not in dispute.

12.4 Compensation relating to the repairs service that may become due includes: -

- a missed appointment, without prior notice, by Council staff or one of its contractors.
- use of electricity required to dry out a property where there has been water damage.
- not completing a repair within the specified timescale.
- loss of heating or hot water that continues after 24 hours.

12.5 Compensation will only be paid if requested by the tenant and the failure is the fault of the service.

12.6 Managers of the service have discretion to pay compensation to tenants that have not requested compensation. This will be when an incidence of service failure has affected more than one tenant, such as the loss of heating and/or hot water, which serves or affects more than one property.

### **13. Empty Homes**

13.1 When a tenancy ends, work is undertaken to bring the property up to the Empty Homes Lettable Standard prior to the next tenant moving in. This is to ensure that the property is safe, secure, clean and in a good state of repair. The work will be carried out as efficiently as possible to reduce the time that incoming tenants are waiting to move into their new home and to minimise any rent loss between tenancies. Therefore, occasionally, it may be practical to postpone some repairs or improvements until the new tenant has moved in. This will be discussed and agreed with the incoming tenant.

13.2 The Lettable Standard is reviewed with the appropriate tenant groups and staff from across the Housing Service.

13.3 The Lettable Standard will be reviewed every 3 years or when changes to legislative, regulatory or operational need requires an intermediate review.

### **14. Cyclical and Planned Maintenance and Landlords Health and Safety**

14.1 The Councils cyclical, planned maintenance and Landlords Health and Safety obligations are covered by the Asset Management Strategy and, as such, are not included in this policy. These include but not limited to: -

- Cyclical Painting and Decoration
- Asbestos Management Plan
- Aids and Adaptations
- Gas Safety and Servicing
- Water Testing and Treatment
- Electrical Safety Testing
- Housing Stock Investment, including home improvements
- Estates Improvements

## 14.2 Adapted properties

Where properties have been adapted, the adaptation will be maintained and replaced, when required, providing that the adaption is still needed.

## 15. Compliments and Complaints

- 15.1 Tenants views are actively encouraged, and all tenants have the opportunity to provide feedback regarding the service they have received.
- 15.2 All complaints received in respect of the service covered by this policy will be determined whether they are a compliant or a request of service.
- 15.3 Complaints will be dealt with in accordance to the Council Complaints Policy.
- 15.4 Both compliments and complaints have equal merit to help improve the services we deliver and identify good working practices to share with others.
- 15.5 Compliments and complaints information is collected by colleagues that are not directly involved in the repairs service.

## 16. Equality and Diversity

- 16.1 We aim to ensure that our policies and procedures are fair and transparent; and that we work towards achieving balanced and sustainable communities in accordance with our equality and diversity goals.
- 16.2 This policy has been subject to the Council's Equalities Impact Assessment (EIA) screening matrix and no negative impacts have been identified; two areas showed positive impacts for age and disability.
- 16.3 We aim to work with other stakeholders both internal and external to ensure the needs, requirements and circumstances of each tenant are considered, this includes any identified health or mobility issues.

## 17. Implementation and Monitoring

- 17.1 The Strategic Director is responsible for implementing and monitoring of this policy.
- 17.2 This Policy will be reviewed every 3 years (from the date approved), to ensure its continuous suitability, adequacy and effectiveness. An intermediate review may be required by the introduction of new legislation, regulatory or operational changes.
- 17.3 The relevant working group(s) have been consulted in the development of this policy and will be consulted with for all future changes or revisions.
- 17.4 Managers of the Repair and Maintenance Service are responsible for making sure that all relevant employees are aware of the contents and responsibilities of this policy.

## **18. Key Performance Indicators**

- 18.1 The Council is committed to ensure that its repairs and maintenance services are delivered to a high standard and they produce high levels of customer satisfaction.
- 18.2 Performance will be periodically bench marked against similar organisations against a range of appropriate key performance indicators.
- 18.3 The performance and delivery of the service is monitored and reported through reporting structures.
- 18.4 The performance of the In-House Repairs Team Trades Staff is also measured under a Pay and Productivity Agreement. These measures include: -
- The operative's contribution to turnover generated against targets
  - How the repairs operatives deliver the Council Values.
  - How the operatives deliver a positive image of the service.
  - The effective and appropriate use of plant, equipment and materials, including stock.
  - Quality of work
- 18.5 Quality of work will be determined through inspections by the supervisory line managers. Those inspections will include inspections during and on completion of work, at a frequency suitable to the work type and value. Value for money assessments are completed after each repair by operational reviews which assess the use of resources and the overall cost of a repair.
- 18.6 All key performance indicators will be reviewed annually and agreed prior to the start of each financial year. To ensure consistency, once set, the changing of measures will not be made during a financial year without good reason.

## **19. Service Standards**

- 19.1 Service Standards relating to this policy are provided in the Repairs Handbook. These will be reviewed every 3 years unless there are operational or legislative changes which may prompt an intermediate review.

## **20. Right to Review**

- 20.1 Tenants may request access to information relevant to repairs under the Freedom of Information act.
- 20.2 Tenants are entitled to challenge decisions made under this policy using the Complaints and Members / MP enquiry process.