

## **Repairs & Maintenance Policy**

**Revised: March 2017**

**Next Review: March 2020**

**Approved by:**

**Board: 27<sup>th</sup> March 2017**

**Responsibility:**

**Chief Executive, Housing Services Manager, Property Maintenance Supervisor**

### **1. Policy Objectives**

The objectives of the Repairs & Maintenance Policy are:

- To provide a safe, secure and healthy living environment for our tenants and their household
- To ensure that we operate a high quality, sensitive, responsive and efficient repairs and maintenance service
- To ensure that repairs and maintenance are properly budgeted in accordance with our annual budgets and financial procedures and to make best use of resources
- To ensure that we meet our legal repairs and maintenance obligations

### **2. Legislation**

- Section 11 – 17 of the Landlord and Tenant Act 1985
- Part (VI) of section 15 and sections 96 of the Housing Act 1985
- Section 92 of the Public Health Act
- Section 4 of the Defective Premises Act 1972
- The Environmental Protection Act 1990
- Housing Act 2004
- Landlord and Tenant Act 1987
- Equality Act 2010
- Housing Health and Safety Rating System 2004
- Health and Safety at Work Act 1974

- Asbestos Regulations 2006
- Fire Safety Order 2005
- Legionnaires' disease: The control of legionella bacteria in water systems. Approved Code of Practice and guidance L8
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Regulations

### **3. Regulatory Framework**

This policy operates within The Regulatory Framework for Social Housing in England from April 2010.

The main relevant standards are:

#### Home Standard

2.2.1 Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include: responsive and cyclical repairs, planned and capital work, work on empty properties, and adaptations.

#### Tenant Involvement & Empowerment Standard

Registered providers shall:

- (a) 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 has the objective of completing repairs and improvements right first time
- (b) meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

### **4. St Peter's Reference documents**

- Gas Safety & Maintenance Policy
- Health & Safety Responsibilities, Organisation & Arrangements Policy & associated documents
- Compensation Policy
- Complaints Policy
- Asset Management Strategy
- Decorating Allowance Policy & Procedure

## 5. Repair Responsibilities

St Peter's is responsible for ensuring that the following items are kept in good condition:

- all exterior and structural elements of its properties and communal areas including roof, walls, floors, drains, gutters, external pipes, doors, windows, fencing and gates
- installations for the supply of water, gas and electricity, sanitation heating (including central heating systems, gas fires, gas water heaters, immersion heaters, electric fires and power points)
- redecoration of the outside of property and communal hallways
- entry phone system, security and fire-fighting or protection systems

We are responsible for ensuring that all repairs are carried out in a professional and safe manner ensuring no injury or damage is caused due to our negligence.

In exceptional circumstances there may be times where we will reimburse for a limited amount of redecoration after we have carried out a repair.

The Tenant is responsible for the following:

- maintaining interior decoration
- replacing light bulbs and lost keys
- any repairs caused by neglect or damage by the tenant, their family, guests or pets
- keeping gardens clean and tidy (houses)
- doorbell batteries and bulbs
- draught exclusion
- allowing access for repairs and annual property inspections. Failure to keep an appointment could result in the cost of the call out being re-charged to the tenant

Tenants are obliged to report repairs as soon as possible to the office during opening hours and, for emergencies only, to the out of hours service when the office is closed. If on attendance to an emergency call it is established that the repair is not an emergency the tenant will be responsible for any emergency call out charges incurred.

## 6. Repairs categories and response times

Repairs are split into three categories Emergency, Urgent and Routine. Each category has a target time however where a specialist worker is required, or the work involves obtaining estimates the repair may take longer.

### **EMERGENCY REPAIRS – within 24 hours**

An emergency and make safe repairs service is available 24 hours every day including public holiday periods, to remove danger and make the property and its occupants safe.

Types of repair under this category:

- Dangerous electrical fittings and electrical faults
- Plumbing repairs involving running water
- Blocked toilets, sinks that are presenting an emergency health & safety issue
- Front door locks where there is a security risk
- Broken glass where there is a security risk involved, (these may be made safe within 24 hours and re-glazed within 7 days)
- Gas escape

**In the following emergencies tenancies are expected to:**

**Gas**           smell of gas - turn off the gas at the mains supply and telephone National Grid Gas Emergencies immediately and contact the office as soon as possible afterwards.

**Water**         burst pipe or blocked drains, or the water supply fails - contact the office immediately and, in the event of a severe leak, turn off the supply at the mains.

**Electricity**   electricity failure/or electric shock from any fitting - turn off the electricity at the mains and contact the office.

### **URGENT REPAIRS - within 7 days**

These are faults that may cause inconvenience to a tenant but little possibility of further property damage if dealt with within the specified target time. These will be repaired or made safe within 7 days.

Types of repair under this category:

- Hot water supply and central heating problems (classification of this repair – dependent on weather conditions & occupants of household)
- Blocked sinks, baths and wash hand basins
- Dangerous roof tiles
- Rotten flooring
- Leaking overflows

### **ROUTINE REPAIRS - within 28 days**

All other repairs are included in this category and will be undertaken within 28 days. Repairs where specialist work is required may take longer. E.g. – where scaffolding is needed. We will notify you if specialist work is required.

Types of repair under this category:

- Front door sticking
- Gate Post loose
- Plasterwork repairs
- Easing or re-fitting doors or windows

- Minor plumbing leaks
- Leaking guttering
- Repairs to floors and paths that are not hazardous

## **Appointments**

We provide an appointment service for non-emergency day to day repairs where access is required. Appointments are offered in the following time slots:

Morning: 9.00 – 13.00  
Afternoon: 13.00 – 17.00

Appointments are not offered on emergency repairs which are responded to as quickly as possible within 24 hours.

We will work closely with our external contractors who provide additional day to day maintenance services to ensure that they make advance arrangements with tenants for access.

When an appointment has been made with the tenant to carry out a repair and the tenant fails to keep this appointment without prior notice or without a reasonable explanation, the contractors call out charge will apply and the tenant will be responsible to pay.

## **Vulnerability**

Vulnerable people including the registered disabled and families with children under the age of 5 will be treated as a priority in respect of certain repairs. (In a case of NO heating or hot water – we will attempt to repair this within 24 hours, however if a part is needed this may take longer than 24 hours). Other repairs will be prioritised within the existing repair policy.

## **7. Right to Repair**

We will pay compensation for failure to repair where an **emergency** or **urgent** job has not been done within the stated response time despite a second repair notice having been sent to the Contractor. Further details can be found in our Compensation Policy.

## **8. Rechargeable Repairs**

We will, not normally carry out repairs that are the tenants' responsibility unless there are exceptional circumstances. If it is deemed necessary to do so this will become a rechargeable repair by which the cost of the repair will be recovered from the tenant.

A rechargeable repair is a repair that is the responsibility of the tenant that has been carried out by the landlord. This includes tenant damage or failure to maintain property as determined within the tenancy agreement.

Tenants are responsible for carrying out their repair obligations as detailed within their tenancy agreement. In exceptional circumstances we will carry out

the repair on their behalf and instruct repayment via the rechargeable repairs procedure.

The following will be re-charged

- Tenants' responsibility as determined by the tenancy agreement
- Abortive call out (inspection or repair) to a property where an appointment has been made in advance with the tenant and they have failed to keep the appointment
- Damage caused wilfully or by the neglect of the tenant, their family, visitors or pets
- Removing rubbish or carrying out gardening if the tenant fails to maintain
- Damage caused by DIY or erection/removal of satellite dishes.
- Repair undertaken by us to make good damage caused by a statutory body or utility company using powers as a result of the tenant's neglect (e.g. fire brigade breaks down front door to put out chip pan fire)
- Repair undertaken in an emergency where the tenant has been verbally advised they will be recharged (e.g. tenant locked out)
- Repairs to make good damage to a vacant property, including clearing out former tenant's belongings/rubbish
- To reinstate the unauthorised removal of our fixtures and fittings
- To remedy an alteration/improvement which is deemed unacceptable and written authorisation was not given

Situations where a repair cost will NOT be recharged include:

- Where a tenant has been the victim of domestic violence or anti-social behaviour, and this has been reported to the police
- Where a tenant has been a victim of a break-in and this has been reported to the police and a crime reference number obtained
- Where we use our discretion to waive the recharge on the basis of vulnerability or other sensitive issue
- A tenant who is unable to arrange a repair and by which not doing so would cause further damage to the property or pose a health and safety risk.

We will not agree to carry out a repair where the tenant still owes money from a previous recharge and / or there is no agreement to pay in place (except in emergency situations, or to comply with our legal responsibilities as landlord).

## **9. Annual property inspections**

In order to ensure that our properties are well maintained we will carry out annual property inspections where we will check on the condition of the property to identify any repairs or maintenance needed and so that we can ensure that our stock condition survey and future budgets capture any needs identified.

## **10. Planned Maintenance**

We will maintain a stock condition survey of our properties and use this to prioritise work and budgets.

We will identify a lifespan for all components in our properties and will consider replacing them at the end of this lifespan based on their condition and repair cost history

#### **11. Cyclical Maintenance**

We will arrange external decoration of all properties and redecoration of communal areas on a regular basis.

We will ensure that fencing and gates and other external fixtures are maintained or replaced if necessary on a regular basis.

We will inspect guttering, roofing, windows and doors and will maintain or replace them if necessary on a regular basis.

#### **12. Gas Heating Appliance Servicing**

We recognise our legal obligation to ensure the safety of gas heating appliances within our properties and will meet these in accordance with our Gas Safety & Maintenance Policy.

#### **13. Specialist Installations**

We will arrange servicing of landlord installations such as lift, fire alarm systems, fire extinguishers, warden call systems, door entry phone systems or any other items considered necessary, on a regular basis as demanded by statutory responsibility or manufacturers recommendations.

#### **14. Tenant Improvements**

We will not normally maintain any fixtures and fittings that are in excess of the original repair obligations at the property such as fitted wardrobes, cupboards or showers. Any improvements made by tenant remain their own responsibility for the life of the component.

#### **16. Contractors**

We will maintain a contractor list for repairs

We will ensure that all contractors have the relevant up to date qualifications and certification for work carried out, appropriate insurance cover and this will be reviewed on a regular basis. All contractors will meet the requirements set out in our Health & Safety Responsibilities, Organisation & Arrangements Policy.

All contractors will be made aware of our Equality and Diversity & Safeguarding policies and be made aware that any behaviour contravening these policies will result in removal of the contractor from our contractor list.

The contractor will be responsible for ensuring that:

- their repairs workers carry identity cards with phone numbers on them
- their repairs workers observe health and safety procedures
- every care is taken of tenants possessions and their decorations, including the use of dustsheets and other protective measures
- following repairs, properties are left in a safe and clean condition, and that any debris is removed on the day that a job is completed.

## **17. Monitoring & Scrutiny**

We will ensure that at least 10% of works carried out are inspected after completion. In particular, we shall inspect any repairs where dissatisfaction has been expressed by a tenant.

We will collect information on all jobs response times against target time set and present this to St Peter's Board on a quarterly basis.

We will carry out repairs satisfaction surveys and monitor the result of these surveys. Where these surveys identify a persistent issue we will review our policy and practice to address the issue.

We will monitor the number of rechargeable repairs carried out and any recharge debt on a quarterly basis.

Our Tenant Scrutiny Panel will monitor performance on a quarterly basis.

## **18. Service Failure**

Any dissatisfaction with the repairs and maintenance service or a decision to recharge a repair will be dealt with via St Peter's Complaints Policy.

We will pay compensation for failure to repair where an **emergency** or **urgent** job has not been done within the stated response time despite a second repair notice having been sent to the Contractor. See our Compensation Policy for further details.