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## **Responsive Repairs Policy**

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Approved by Board

Approved Date 30/07/2013

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Version no. 2.1

Review Date Q2 2016/17

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**1. Policy Objectives**

1.1 The overall aim of this policy is to contribute to the efficient and effective repair and maintenance of the Trust's housing stock ensuring that homes are maintained to Southway's Decent Homes Standard.

1.2 The specific objectives are to:-

- Ensure homes are efficiently maintained to a high standard.
- To provide an efficient, prompt and cost effective responsive repairs service, that is easily understood by tenants and staff.
- To promote understanding of the Trust's legal responsibilities and mutual obligations in relation to responsive repairs issues.
- To achieve high standards in customer care and high levels of customer satisfaction.
- To provide a framework to monitor the performance of the response repairs service to seek continuous improvement.
- To provide value for money in terms of cost and quality
- To provide a service which reflects the Trust's commitment to equality of access to the repairs service for all tenants and to take account in particular of the needs of vulnerable groups.

1.3 The principles underpinning the Responsive Repairs Policy are:-

- That all tenants are able to be involved and consulted in the development of the service and its operational procedures.
- That through supervision, monitoring and feedback from tenants the service is continuously improved.
- That communication with tenants is always appropriate, easily understood and easily accessible.
- That staff involved in the repairs service are appropriately trained and supported to deliver the service objectives.

## **2. Definition & Scope**

- 2.1 Responsive Repairs, under this policy, are those carried out at a single property at the request of an individual customer. These repairs can also be called reactive repairs or day to day repairs.
- 2.2 The policy sets out the repairing obligations of the Trust and of the rights and obligations of tenants of Trust properties. It outlines the procedure for reporting repairs and how repairs are prioritised.

## **3. Responsibilities**

- 3.1 Repairs to Southway properties are a joint responsibility between landlord and tenant. As the landlord Southway has responsibility for the majority of repairs and the overall maintenance of its homes. Our tenants have the responsibility of reporting repairs and undertaking those repairs deemed their responsibility.

## **4. Southway Housing Trust Responsibilities**

### **4.1 Repair of Structure and Exterior**

The Trust is responsible for keeping the structure and exterior of the premises in good repair including but not limited to;

- the roof
- chimneys and chimney stacks, (but not sweeping the chimneys where solid fuel open fires are in use.)
- drains, gutters and external pipes
- external walls, external doors, external window frames and cills.
- the internal structure
- external decoration
- Installations for the supply of water, gas, electricity and sanitation
- Installations for room and water heating installed by the trust
- fences and gates, where provided by the Trust
- pathways, steps, ramps and stair lifts
- garages and outbuildings, (where provided by the Trust)

### **4.2 Repair of Installations**

The Trust will keep in repair and proper working order any installations provided or adopted by the Trust for space heating, water heating and sanitation and for the supply of water, gas and electricity, including;

- water pipes and tanks, gas pipes and electrical wiring
- electrical sockets and light fittings (but not plugs, fuses, light bulbs or customer's own appliances)
- basins, sinks, baths, toilets, flushing systems, waste pipes and tap washers
- water heaters, boilers, fireplaces, fitted fires and radiators

#### 4.3 Repair of Common Parts

In the case of flats and sheltered housing, the Trust will keep all communal areas and equipment in repair including;

- common entrances, halls and passageways
- stairways and lifts
- lighting and security systems

#### 4.4 Decoration of Exterior and Common Parts

The Trust will keep the exterior of the premises and any common parts in a reasonable state of decoration.

#### 4.5 Right to Buy Applications

When a tenant has applied to buy their home, pending completion of the purchase only emergency & works covered by the right to repair will be carried out.

#### 4.6 Repairs – Generally

The Trust will;

- Make sure the service is accessible by providing a full range of ways for customers to access the service.
- Confirm the repair appointment with the customer either verbally or in writing as chosen by the customer. If the repair is an emergency or urgent repair due to be carried out within 2 days written confirmation will not be issued.
- Carry out all repairs within published timescales as may be determined by the Trust from time to time in consultation with customers.
- Clear up after a repair – decoration will be left as close as possible to how it was before the work was done.

### **5. Tenant Duties and responsibilities**

#### 5.1 Reporting Repairs

Repairs, faults or damage must be reported as soon as possible.

#### 5.2 Access

Tenants must allow access for workers sent by the Trust to inspect and carry out repairs, servicing and improvements. In emergencies we will need immediate access to prevent risk to the tenant and their neighbours.

Prevention of access may result in legal action for which the Trust's costs will be sought.

### 5.3 Maintenance of Internal Items

Tenants must keep the interior of the premises in good repair and in a clean and good decorative condition. Tenants must decorate all internal parts of the premises as frequently as necessary to keep them in reasonable decorative order. The Trust may be able to help elderly or disabled tenants with internal decoration.

If chimneys are in use with an open solid fuel fire, the tenant must arrange that they are swept at least once every twelve months.

Tenants must not remove walls or any other part of the home or carry out improvements without the Trust's prior agreement in writing.

### 5.4 Minor Repairs

5.4.1 Under the terms of the tenancy agreement tenants are responsible for various minor repairs including but not limited to;

- Any repair which is the result of the tenant, member of their household or their visitors, actions or inaction, negligence or abuse.
- All internal decoration including pre-decoration repairs such as filling small plaster cracks and preparing surfaces for decoration
- Easing internal doors to fit carpets etc.
- The maintenance of appliances, fixtures, fittings, extensions and additions (where installed by a tenant with or without permission unless formally adopted by the Trust)
- Unblocking waste pipes
- Plugs and chains to wash basins, bath and kitchen sinks\*
- Resealing around sinks, showers baths and basins
- The replacement of lost or damaged keys, and the replacement of locks made necessary by the losing of keys (where the Trust so decides)
- Electrical fuses to tenants own appliances
- Replacement of light bulbs (excluding communal areas)
- Total loss of power due to no customer credit on credit meter.
- Bleeding of radiators\*
- Broken or missing edging on a kitchen unit\*
- Repairs to or replacement of non company provided smoke or carbon monoxide alarms\*
- Cleaning or sweeping of chimneys or flues.
- Mould treatments due to condensation.
- Repair and maintenance of fencing not installed or adopted by the Trust.

- Television aerials or satellite dishes (unless communal) and any damage to property or neighbouring property caused by their installation
- Clothes posts\* or rotary dryers and lines (unless communal)

\*Denotes repairs which may be undertaken by the Trust at nil cost, for vulnerable tenants, to ensure their health and safety is not at risk.

5.4.2 Repairs identified as the tenant's responsibility under section 4.1 may be repaired by the Trust at its expense dependent on the location and circumstances where it can be proven that they resulted from unrelated, third party, criminal damage and this is confirmed by a Police report.

## 5.5 Minimising Loss

5.5.1 The tenant has a responsibility to minimise or avoid loss that may be suffered as a result of any outstanding repair. For example, if experiencing a water leak the tenant is expected as far as is reasonably practical to move items of furniture or possessions away from the affected area so they do not get damaged.

## 5.5 Insurance

5.5.1 Tenants are responsible for taking out home contents insurance as Southway is not responsible for insuring tenants' furniture, contents and possessions.

5.5.2 The tenant is responsible for any loss or damage to their home due to theft, fire, vandalism, flooding or accidental damage. The tenant may also be responsible for damage caused to another property, for example, caused by flooding from their property.

5.5.3 Southway actively promotes access to a cost effective Tenants Insurance Scheme or a tenant can make their own arrangements.

5.5.4 Southway will pay financial compensation in accordance with our compensation Policy if a customer experiences financial loss or expense due to the negligence of the Trust.

## **6 Restrictions on the repairs service**

There are some circumstances where the repairs service may be limited to emergencies and 'Right to Repair'. These include;

- A Right to Buy/Acquire application has been submitted.
- A notice to quit has been served
- Failure to allow access for the annual gas service
- Failure to allow access for essential inspections or surveys, e.g. asbestos or electrical.

## **7. Repair Priorities/Timescales**

7.1 To enable us to achieve an efficient and effective service, repairs will be prioritised and put into categories of urgency. We will give repairs one of four deadlines. They are:

- **Emergencies** – These will be attended within three hours. This repair priority is used when there is an immediate threat to the health, safety or security of a tenant, occupant or property. We will aim to respond to emergency repairs within 3 hours. In some instances only a temporary repair will be carried out to make the situation safe and secure. Once this has been done arrangements will be made with the tenant to fully complete the repair in an appropriate timescale and tenants will be kept advised accordingly.
- **Urgent Repairs** – These will be completed within 5 working days and by appointment. Urgent repairs are repairs where the situation is causing discomfort, inconvenience or nuisance to the occupants or a third party and are likely to lead to further deterioration to the property if the problem persists.
- **Routine Repairs** – These will be completed within 10 working days and by appointment. Routine repairs are for defects that can be deferred without causing serious discomfort, nuisance or inconvenience to the occupants or third parties or long term deterioration of the building.
- **Major Repairs** – These will be completed within 45 working days. This category would be for larger substantial repairs, where the tenant's day to day life is not significantly affected or the work needs specialist manufacture. A repair would normally be ordered with this deadline after we have been to check a problem and found that we need to totally replace a large item rather than just repair it.

This priority allows for better resource planning and programming of non urgent, non routine repair works.

## **8. Inspections**

Where there is a need for a repair to be inspected in order to diagnose the full nature of the work required, for example dampness and structural defects, inspection requests will be attended within 10 working days. Following the inspection the inspecting officer will raise the appropriate repair order from the repair priorities above and agree a suitable appointment date with the tenant.

**9. Repairs by Appointment**

- 9.1 For all repairs other than emergency and major repairs an appointment that meets the needs of the tenant will be agreed at the time the repair is ordered. The tenant will be offered a suitable convenient appointment from a range of appointments Monday to Friday from 8AM – 6PM.

In addition the Trust will also offer a limited number of Saturday morning appointment slots for gas servicing visits. Priority for these slots will be given to tenants who due to work or other commitments are unable to be at home Monday to Friday.

**10. Emergency Out of Hours Repairs.**

- 10.1 The Trust will operate an emergency out of hours repairs service 24 hours a day, outside normal office hours.

Emergency Out of Hours Repairs are defined as;

- (a) Any fault that could lead to the death or injury of occupants, staff, visitors or the public.
- (b) Faults likely to cause extensive damage to a building and its contents.
- (c) Faults that are likely to lead to a contravention of Health and Safety regulations and could result in a danger to life and limb.

- 10.2 Outside of normal office hours, using the same daytime contact number, a telephone service is provided to take emergency repair calls. If a call is received which constitutes an emergency repair, a suitably trained operative or contractor is despatched to attend the repair.

- 10.3 In some situations it may only be possible to attend and make the situation safe and secure pending further attendance and full completion of the repair during normal working hours.

- 10.4 The general Out of Hours Emergency Repairs Service is provided between 5.30pm and 10pm on weekdays and until 6pm at weekends and Bank Holidays.

After 10pm on weekdays and 6pm weekends and bank holidays the emergency service is available for critical repairs only, these include, for example total power failure or lift/stair lift breakdowns. They do not include heating and/or hot water failures unless there is a severe medical issue.

- 10.5 The Out of Hours Emergency Repairs Policy will be applied in a caring and sensitive manner in respect of vulnerable tenants. Tenants may be vulnerable by virtue of their age (young or old), medical condition or disability.

- 10.6 Where a call is received which does not meet the criteria for an out of hours emergency visit, tenants will be advised that they will be contacted on the next



working day in order that a daytime repair can be logged and an appointment agreed.

## **11. Rechargeable Repairs**

- 11.1 Southway will actively seek to recover the cost of any repair which is not its responsibility.
- 11.2 Under the terms of the Tenancy Agreement, a tenant will be responsible for any damage which is the direct result of their own, a member of their household or their visitor's action or inaction relating to wilful damage, negligence or abuse.
- 11.3 Where a tenant's responsibility for a repair is identified and the defect is not a health & safety hazard, the tenant will be given the opportunity to get the repair carried out themselves. Southway will arrange to visit to inspect the work to ensure it has been completed to our satisfaction.
- 11.4 The tenant's responsibility for any rechargeable repair will be identified at the point of repair diagnosis or initial inspection and their liability confirmed. Work to be carried out on behalf of the tenant will be confirmed in writing.
- 11.5 Southway will operate a system of fixed price charging for repairs which are the tenant's responsibility. The price will be based on the prevailing schedule of rates in use at that time plus a 10% administrative charge. The price will be confirmed in advance of any work being ordered and will be payable in advance. In certain circumstances an arrangement for payment will be entered in to so that the tenant is able to make payments over an agreed period of time. This will not exceed 12 months. A minimum repayment level will be set and reviewed from time to time.
- 11.6 Where the health and safety of any person would not be prejudiced, Southway would require the cost of the repair to be paid for before it is carried out. Southway will exercise this right except where it believes that delay would adversely affect its interest in the property, health & safety is compromised, (for example, gas or electrical repairs,) or where the vulnerability of the tenant is such that discretion is required.
- 11.7 Repairs identified as rechargeable repairs may be repaired by the Trust at its expense dependent on the location and circumstances where it can be proven that they resulted from unrelated, third party, criminal damage and this is confirmed by a Police report. The Trust will take a robust stance in instances of criminal damage against its property. Dependant on the circumstances and available evidence, Southway reserves the right to make a complaint to the police in support of an investigation and possible prosecution. Compensation will be sought to cover the cost of remedial work.
- 11.8 Where the tenant chooses to complete the work themselves or arrange for the repair to be completed by a competent contractor, depending on the nature of the repair, Southway may seek to inspect the work afterwards.

- 11.9 All works involving gas or electrical installations must be undertaken by a Gas Safe or NICEIC registered contractor. Southway must be provided with the original certificate/s issued by the contractor.
- 11.10 If the work is not completed Southway may decide to carry out the repair and recharge the tenant for the repair and for any other work required as a result of the repair not being completed.
- 11.11 Southway reserves the right to withhold any credit on another Southway account until any recharge debt is cleared or agreement is reached to offset the debt.
- 11.12 Outgoing tenants will be advised prior to the end of their tenancy of their repair obligations under their Tenancy Agreement. Southway will carry out a pre-termination inspection of their home, including the loft, garden and any shed or outbuilding forming part of the property, and inform them of any potentially rechargeable repairs that require attention. Charges will be applied to tenants who, on termination of tenancy, fail to clean and clear their home, or leave rechargeable repairs outstanding.

## **12. Vacant Properties**

- 12.1 The Trust, in conjunction with tenants has developed a lettability standard this is set out in our "Moving into a New Home" leaflet. A copy of this is made available to prospective new tenants when viewing a property to enable them to make an informed choice and to assess the condition of the property.
- 12.2 Vacant properties are managed in accordance with our Voids Management Policy which seeks to ensure that vacant properties are made ready and let to new customers as quickly and efficiently as possible.

## **13. Mutual Exchanges**

- 13.1 Mutual Exchanges are conducted in accordance with our Mutual Exchange Policy.
- 13.2 Tenants moving home via a mutual exchange will be informed of any repairs that they will be required to accept liability for. Any other repairs arising after the mutual exchange has taken place will be dealt with under the provisions of this Responsive Repairs Policy.

## **14. Right to Repair**

- 14.1 The Trust aims to complete all responsive repairs within the published timescales and to an acceptable standard. Where this does not occur, the Trust operates a Right to Repair Scheme. This scheme allows customers to arrange for small qualifying urgent repairs that affect health and safety to be carried out by another contractor if the Trust fails to carry out the repairs on time. In certain circumstances customers are eligible for compensation up to a maximum of £50. Some examples of qualifying repairs are;

- No water, electricity or gas
- leak from pipe, tank or cistern
- electrical lighting unsafe
- roof leak
- no heating
- extractor fan not working

14.2 Information on the Right to Repair is available via the website and tenants handbook and any claims for compensation under this scheme will be dealt with under the Customer Compensation Policy.

## **15. Improvements**

15.1 Tenants have the right to make their own improvements.

15.2 Tenants must not make any improvements, alterations or additions to the premises without first obtaining both the written consent of the Trust and all other necessary approvals, such as planning and building regulation approval. The Trust will not refuse permission unless there is good reason.

15.3 Tenants must comply with the reasonable requirements of the Trust in relation to any consent given to make improvements, alterations or additions to the premises, including the standard of the work to be carried out.

15.4 The tenant is responsible for the future repairs, maintenance or replacement of the improvement. If requested, the Trust may agree to repair or maintain any improvement but the rent may be increased to cover the extra cost of repair and maintenance.

15.5 The tenant may be recharged for any unauthorised improvements or alterations identified during or at the end of their tenancy.

## **16. Leaseholders**

16.1 The Trust's repairing obligations to Leaseholders are as set out within individual Lease Agreements and the Trust's Leaseholder Management Policy.

16.2 Leaseholders will be responsible for repairing any damage caused to Southway property and shared areas due to neglect or carelessness caused by them, a member of their family, tenant or visitor.

16.3 Southway will recharge the leaseholder if there is evidence that damage is the fault of a leaseholder or their householder, tenant or visitors.

**17. Performance Management and Performance Monitoring**

- 17.1 The Trust will measure its repair performance by using, and issuing, a suite of Performance Indicators. Performance targets will be set to achieve national top quartile performance and we will continue to set top quartile targets each year in order to achieve year on year continuous improvement.
- 17.2 The targets and performance against them will be monitored and reported regularly to the Executive Team, Resident Consultative Group, Performance & Resources Committee, Board and the Homes and Communities Agency.
- 17.3 We will publish repairs performance information at least annually to our tenants and include regular updates on performance.
- 17.4 The Strategic Director People and Places is responsible to the Board and the Chief Executive for the effective implementation of this Policy. This includes the responsibility for ensuring that all staff involved in delivering responsive repairs are fully trained in all of the relevant procedures.
- 17.5 This policy will be reviewed every 3 years or as required by legislative or regulatory changes.

**18. Equality and Diversity**

- 18.1. Southway will ensure that this policy is applied fairly to all our customers. We will not directly or indirectly discriminate against any person or group of people because of their race, religion, gender, marital status, sexual orientation, disability or other grounds set out in our Single Equalities Scheme.
- 18.2. When applying this policy we will act sensitively towards the diverse needs of individuals and communities.
- 18.3 This policy and any other related publications of Southway Housing Trust can be provided on request in other formats (e.g. in an alternative language, in Braille, on tape, in large print).

**19. Involving Tenants**

- 19.1 Tenants will be encouraged to contribute to service developments and to provide feedback on the performance of contractors, the materials used and the effectiveness of our policies and procedures via the Repairs Service Improvement Group, Southway Residents' Consultative Group and customer feedback questionnaires.

**20. Link with Other Southway Policies**

This policy should be read in conjunction with the following policies:

- Asbestos
- Customer Compensation Policy
- Single Equalities Scheme
- Customer Care
- Voids Management
- Mutual Exchange
- Equipment and Adaptations Policy
- Leaseholder Management Policy
- Asset Management Strategy

Note also the relevant clauses in the Southway Tenancy Agreement.

**21. Review Period**

<b><u>POLICY IMPLEMENTATION AND REVIEW HISTORY</u></b>	
<b>Date Approved by Board:</b> 18/07/2012	<b>Date Implemented:</b> 18/07/2012
<p><b>Projected Date of Review:</b> Q2 2015/16 <b>Review Date:</b> Q2 2013/14</p> <p style="text-align: center;"><b><u>Amendment(s) Made/Reason</u></b></p> <ul style="list-style-type: none"> <li>• The Policy is more concise with procedural elements removed, to provide a high level strategic operating context for the repairs service.</li> <li>• Includes clarification on repairs which are the tenant's responsibility and information about tenants' contents insurance.</li> <li>• Clarifies the criteria and restrictions for emergency Out of Hours Repairs.</li> <li>• Includes information on the Trust's position regarding the Tenant Cash Back Scheme.</li> <li>• Saturday morning repair appointments are not included. A pilot scheme showed insufficient demand to make this service economical.</li> <li>• Minor change to job title following restructure</li> </ul>	
<b>Date Approved by Board:</b> 30/07/2013	<b>Date Implemented:</b> 12/08/2013