

REPAIRS POLICY

1. Purpose

1.1 This policy sets out our approach to the delivery of day-to-day responsive repair services. Our repair service is one of the most important functions we deliver and is linked to our planned and cyclical maintenance, empty homes refurbishment and servicing programmes, all of which have the key objective of ensuring our homes are well maintained, safe and meet the needs of our residents.

1.2 In delivering this policy we will aim to:

- Deliver a value for money responsive repairs service that meets the needs of our residents
- Comply with all relevant regulatory requirements and meet our contractual and legal obligations
- Ensure that we maintain a safe and secure environment
- Undertake only those repairs that are our responsibility
- Carry out repairs at an appropriate time and at the convenience of the resident.
- Undertake timely repairs that ensure the upkeep of our assets
- Maintain high quality homes in a good state of repair that are safe and secure

1.3 Our objectives are to:

- Provide a reliable responsive and value for money service
- Ensure the service is accessible to all residents
- Deliver repairs on time
- Achieve high standards of customer care and satisfaction
- Carry out repairs in one visit where possible
- Ensure that all repairs meet our standards for workmanship and quality of materials
- Offer a choice of materials and finishes as appropriate
- Repair and maintain homes to the agreed Red Kite Standard

1.4 In delivering our responsive repair service we aim to support the objectives of our Asset Management Strategy and our social value aspirations. We will work in partnership with our customers to continuously improve and shape the service to meet their requirements and seek ways to improve value for money. We will achieve this through continuously monitoring and learning from feedback and reviewing performance.

2. Definitions

2.1 This policy relates to the Red Kite. When the document refers to Red Kite it will refer to all and any of the following where appropriate:

- Red Kite Community Housing Ltd

2.2 To meet these adopted standards, homes must have modern facilities, be in a reasonable state of repair and be warm and weatherproof. We will therefore seek to replace and/or improve components and implement services to ensure properties continue to meet these adopted standards when we carry out responsive repairs.

2.3 We will comply with the Social Housing Regulator's 'Home Standard' as set out in 'The Regulatory Framework for Social Housing in England' introduced in 2012.

3. Responsibilities

3.1 The Head of Property is responsible for the implementation and review of this policy and for ensuring that relevant staff are informed of its content on a regular basis.

4. Legal Framework

4.1 This The main legal framework this policy complies with is as follows:

- Landlord and Tenant Act 1985
- Commonhold and Leasehold Reform Act 2002
- Party Wall Act 1996
- Housing Act 2004
- Health and Safety at Work etc. Act 1974
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Pre-Action Protocol for Housing Disrepair
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Homes (Fitness for Human Habitation) Act 2018
- Construction Design Management Regulations 2015

4.2 We will also comply with other relevant statutory regulations covering, but not limited to, general construction related activities and specifically areas such as asbestos, water hygiene, electrical, fire and gas safety etc.

4.3 We will apply a risk-based approach to the service in-line with any requirements under the Construction Design and Management Regulations 2015.

4.4 We will give due consideration to the Housing Health and Safety Rating System, introduced as a replacement for section 604 of the Housing Act 1985, and will maintain our homes to meet the Decent Homes Standard. The Red Kite Standard and any other agreed standard after consultation with our customers and approved by our Board.

5. Key Principles – Landlords Repair Responsibilities

- 5.1 As the landlord we are responsible for keeping the structure and outside of the property in a good state of repair, including:
- External walls, external doors, external window frames and sills
 - Drains, gutters, external pipes
 - Access paths and steps to individual properties and paving around the perimeter on the building where installed
 - The roof and chimney
 - The internal structure and fixed components e.g. kitchens and bathrooms etc
 - External decoration
 - Outbuildings which form part of the original structure, or have been provided previously by the landlord
 - Repair and improvement to communal areas
- 5.2 We are also responsible for keeping in repair and proper working order:
- Installations for the supply of water, gas, electricity, and sanitation. The service up to and including the gas and electrical meter is the responsibility of the service provider, unless the mains supply outside the home is owned by the landlord
 - Installations for room and water heating fitted by the landlord
 - Lifts and shared lighting serving the building or estate, where these are not adopted by the council or in other private ownership
 - Fences and gates which we have installed and are our responsibility to maintain
 - Floor covering that we have installed in kitchens, bathrooms and toilets, where there is a potential trip hazard
- 5.3 We will undertake home audit visits to ensure that components renewed as part of our capital investment programmes are being satisfactorily maintained and looked after by residents, so they expected product life is achieved. Any damage/mistreatment found will be dealt with in accordance with our Recharge Policy.

6. The Right to Repair

- 6.1 The Secure Tenants of Local Housing Authorities (Right-to-Repair) Regulations 1994 place an obligation on landlords to carry out 'qualifying repairs' in accordance with set timescales. As a social landlord we are also bound to comply with these regulations.
- 6.2 Right to Repair only includes repairs that cost less than £250. These are described in law as 'qualifying repairs' and must be carried out within a set time limit (see the table below). The time limits do not apply if the cost of the repair is more than £250.
- 6.3 If the repair is not carried out within set time limits, then the resident has the right to ask for an alternative contractor to carry out the work. If a second contractor does not complete the work within the extra time allowed, compensation may be payable. The

compensation is fixed by the legislation at an initial sum of £10, plus £2 for every day thereafter that the repair is not completed, up to a limit of £50.

6.4 We will always give notice to the resident of the likely timescale to complete works for all reported repairs and publicise the rights for residents in relation to these regulations.

6.5 Right to Repair table of works and timescales (working days):

Item	Description	Timescale Days
1	Total loss of electric power	1
2	Partial loss of electric power	3
3	Unsafe power or lighting socket, electric fitting	1
4	Total loss of water supply	1
5	Partial loss of water supply	3
6	Total or partial loss of gas supply	1
7	Blocked flue to open fire or boiler	1
8	Total or partial loss of space heating or water heating between 31st October and 1st May	1

7. Policy Statement

7.1 This policy sets out our approach to the delivery of day-to-day responsive repair services. Our repair service is seen by our residents as one of the most important functions that we provide this service is closely linked to our planned and cyclical maintenance programmes, all of which have the key objective of ensuring our residents' homes are safe, well maintained and meet the needs of our residents.

7.2 Our aim is to ensure that we comply with all relevant legislation and maintain our homes to the resident-agreed Red Kite and lettable standards and review these with our residents regularly. The regulations place an obligation on landlords to carry out 'qualifying repairs' in accordance with set timescales. As a social landlord we are also bound to comply with these regulations.

7.3 We will take every opportunity to engage with residents to offer and listen to their requirements and aim to deliver these where possible. Key is delivering excellent service in line with our core values and will always strive to improve. We will however be mindful of reasonableness and what constitutes value for money when providing the service.

7.4 'Responsive repair' is a term used generally to describe an unplanned component failure. It covers repairs needed to fix single or multiple defects that should be carried out within a maximum of 20 working days. If the repair does not fit this description, it may be classed as either cyclical or planned works.

8. Related Policies and Procedure

8.1 Policy and procedures relating to repairs will be publicised widely and specific details included in the following documents:

- Tenant Handbook
- Empty Homes Policy
- Red Kite Standard
- Resident Newsletters
- Our website
- Policy briefings
- Training briefings

9. Resident's duties and responsibilities

9.1 Our Tenancy Agreements set out the contractual responsibilities for our residents who are tenants. We expect them to:

- Keep the inside of their home clean and in good condition. Gardens should be maintained to an acceptable standard. Communal areas should be clean and tidy and free from clutter. Minor repairs should be carried out as should all internal decorations (we do operate an assisted decorations scheme for those who meet the qualifying criteria)
- Report repairs quickly to prevent ongoing damage
- Meet the cost of repairs that are listed as their responsibility
- Provide access, in accordance with Tenancy Agreement conditions, so that repairs can be undertaken within the priority timescales set
- Treat their home with respect and care avoiding wilful damage and neglect

9.2 Specific resident related maintenance responsibilities include the following (this is not an exhaustive list and further details are set out in our Tenant Handbook and our Home Return Standard):

- Internal doors and catches, including cupboards
- Toilet seats, plugs and chains to sinks, baths and basins
- Curtain rails and pelmets
- Plumbing to washing machines, dishwashers, unless these have been provided by us
- Minor repairs to doors and drawers to kitchen units
- Renewal of letterboxes
- Items that the tenant, their family or visitors have damaged

- Repairs to their own improvements where landlords' responsibility is not accepted
- Replacing tap washers where taps are dripping
- Replacing light bulbs (lamps) and fluorescent tubes (see our guidance on electrical fittings)
- Lock changes and replacing keys/fobs due to loss of keys etc.
- Paths and patio repairs (we will maintain paths only around the perimeter of the building and to any washing line installed by us)
- Monitoring the internal environment of the home to ensure that conditions do not arise which cause instances of condensation leading to mould growth and material decay
- Clearing blockages to sinks/wash hand basins/WCs and gulley's as appropriate

9.3 Residents are also responsible for maintaining and repairing elements to the outside of the property including:

- Their own equipment, such as TV aerials (unless a communal system), satellite dishes and telephones and their cabling and supply
- Repairs to sheds and structures paving and patios they have installed

10. Rechargeable repairs

10.1 Our rechargeable repairs policy covers arrangements for recovering costs where necessary from residents or where wilful damage has occurred. We will comply with our statutory requirements in order to recover all relevant costs, including service charges from residents.

10.2 Typical rechargeable works are as follows:

- Damage caused by the resident, their family or visitors, to their property or adjoining Red Kite owned property
- Forced entry to a resident's home due to their negligence, e.g. loss of keys, or the need to enter the property to carry out an emergency repair that is the resident's responsibility
- Repairs that are the resident's responsibility which fail to be completed on leaving the property or pose a risk to health and safety
- Poor DIY, removal of rubbish or belongings, unauthorised adaptations etc. during the tenancy or after the resident moves out (refer also to our Home Return Standard)
- Falsely claiming eligible or discretionary repairs
- Falsifying or supplying an unrelated crime reference number

10.3 Works involving gas related repairs must be undertaken by a Gas Safe Registered contractor and electrical works need be carried out by a NICEIC (or equivalent)

registered contractor. Prior authorisation must be sought and approved by the landlord for any improvement works, no works to gas or electrical installations are permitted without approval and confirmation of those undertaking the works who must be suitably qualified and accredited. Relevant certification must be provided on completion of all authorised works.

10.4 In certain cases we will agree to carry out minor routine and emergency repairs that are not our responsibility, where the resident has asked for works and is unable to carry out the works themselves and has agreed to pay. We will seek payment in advance for such works. Only in exceptional cases where the works are of an urgent nature will the repair be completed prior to receiving payment.

11. Dealing with Disrepair

11.1 We will operate our repairs service to comply with the Housing Disrepair Legal Obligations 'good practice' guide. We will however defend any suggestion of disrepair in line with the pre-action court protocol.

11.2 Threats of litigation will be minimised by ensuring:

- The housing stock does not fall into poor condition by not having adequate work programmes in place to improve conditions
- That the repair service responds to complaints within published timescales
- That the internal complaints procedure is accessible and effective
- That staff display the correct attitude when dealing with residents' complaints and concerns

11.3 In order to reduce the instances of disrepair claims, we will:

- Maintain comprehensive stock information
- Undertake timely maintenance, repairs and improvement work
- Ensure an effective and positive response to threats of legal action
- Establish good communications with our customers and internally among staff etc.
- Encourage resident involvement in shaping the service
- Continually monitor systems and procedures; maintaining and publishing the process for dealing with complaints about administration and service delivery etc.

12. Insurance

12.1 We promote residents' insurance schemes to cover their possessions from loss or damage due to theft, flooding, fire, or accidental damage, this is because we don't insure possessions on their behalf.

12.2 Residents may be responsible for damage caused by them, members of their household, or their visitors (for example through flooding or fire and neglect). We recommend residents take out insurance to cover against accidental damage.

- 12.3 Under the terms of their lease, leaseholders must contribute towards the building insurance premium taken out by Red Kite which covers insurable peril occurring to the structure of the block or any communal areas.
- 12.4 All work will be undertaken by trained staff working for specialist contractors. All accidents, incidents and near misses will be reported to the Home Safety Specialist (Health & Safety) as quickly as possible after any incident to ensure that an investigation is undertaken.
- 13. Repair priority times**
- 13.1 When prioritising repairs, specific resident related issues will be considered as appropriate; where special reasons warrant, priority times will be altered accordingly. The following categories are used to prioritise repairs:
- **Emergency** – The contractor will attend within 2 hours and complete the repair within 24 hours. This category is used when there is an immediate danger to a person or serious risk of damage to the property
 - **1 Day** – The contractor will respond and complete the repair within the same day (working day)
 - **Urgent** – The contractor will respond within 5 working days
 - **Routine** – The contractor will respond within 20 working days
- 13.2 Planned maintenance: This category is for work which does not need to be carried out straight away, but which is required for the long term good of the property. This work will be specified, grouped together and carried out as part of a programme of works.
- 13.3 Cyclical maintenance: This is work that is carried out as part of a regular programme, such as external decorations and gas servicing.
- 14. Repairs appointments**
- 14.1 We will aim to make appointments for all repairs in each of the above categories except for those relating to communal areas. Appointments will generally be made at the first point of contact with the resident and for a time and date convenient for the resident. We offer appointments for the completion of repairs and for pre and post inspections that may be required, the following appointment time slots will be offered:
- Weekday mornings - 8am – 12 noon
 - Weekday afternoons - 12 noon – 5pm
 - Avoid school run appointments 9.30am, 2.30pm
- 14.2 Residents will be informed about progress with their repairs through various channels including telephone, text messaging and email. We will also consider other online services such as apps to track repairs progress as the service develops.
- 14.3 If an appointment cannot be kept, residents are asked to inform us at the earliest opportunity. If there is no access and no contact from the customer, the job order will be cancelled after our access procedure has been complied with.

15. Defects liability period

- 15.1 All works carried out are covered by a defect's liability period and a material warranty. Both will start from the date of completion. The defects liability period will last for 6 months from completion of the works. Should a problem arise within the defects liability period then the contractor is expected to attend within 3 working days.

16. Making good following works

- 16.1 We will generally look to make good after completing a repair to the surfaces relating to the work, and where required in areas surrounding the repair. This will include redecoration. If in undertaking a repair, damage has been caused to an entire room we will seek to offer a decorations credit in accordance with agreed financial limits.

17. Residents' improvements

- 17.1 A secure tenant has a legal right to make alterations and improvements to their home provided that they obtain written permission before they carry out any works and seek all relevant permissions including Planning and Building Regulations approval etc. where appropriate.
- 17.2 We will not unreasonably withhold consent when a request to carry out improvements/alterations is made. If consent is provided, the resident will become responsible for any subsequent repairs, maintenance or replacement of the improvement/alteration. At the end of the tenancy, a resident may claim compensation for certain eligible improvements carried out after receiving the required consent.

18. Leaseholder obligations

- 18.1 We will not carry out repairs for leaseholders where the terms of the lease state that a repair is their responsibility. Leaseholders' repair responsibilities are set out in detail within the individual lease agreement. The same recharge approach will apply to leaseholders as for residents. We will not carry out repairs to homes we manage for third parties unless expressly identified in formal agreements.
- 18.2 We will consult with leaseholders before entering into a Qualifying Long-Term Agreement. This is an agreement which is 12 months or more in length where a leaseholder may have to contribute £100 or more in any 12-month period. We will also consult leaseholders before carrying out Qualifying Works. This is a repair or major works where a leaseholder will be required to contribute £250 or more. We will comply fully with the requirements placed on managing agents/landlords in respect of the consultation.

19. Resident complaints

- 19.1 We will view complaints positively to improve our services and highlight reoccurring problems and trends.
- 19.2 Failure to meet our repairing obligations may lead to disrepair claims and claim for compensation. Any resident may pursue a formal complaint in accordance with our complaint's procedure in respect of any aspect of the repairs service. We will publicise our complaints and compensation procedure widely.

19.3 When dealing with any repair complaint or claim, we will follow:

- Our internal Complaints Procedures
- Our internal Compensations Policy
- The Government's pre-action protocol and good practice guidance relating to Right to Repair obligations

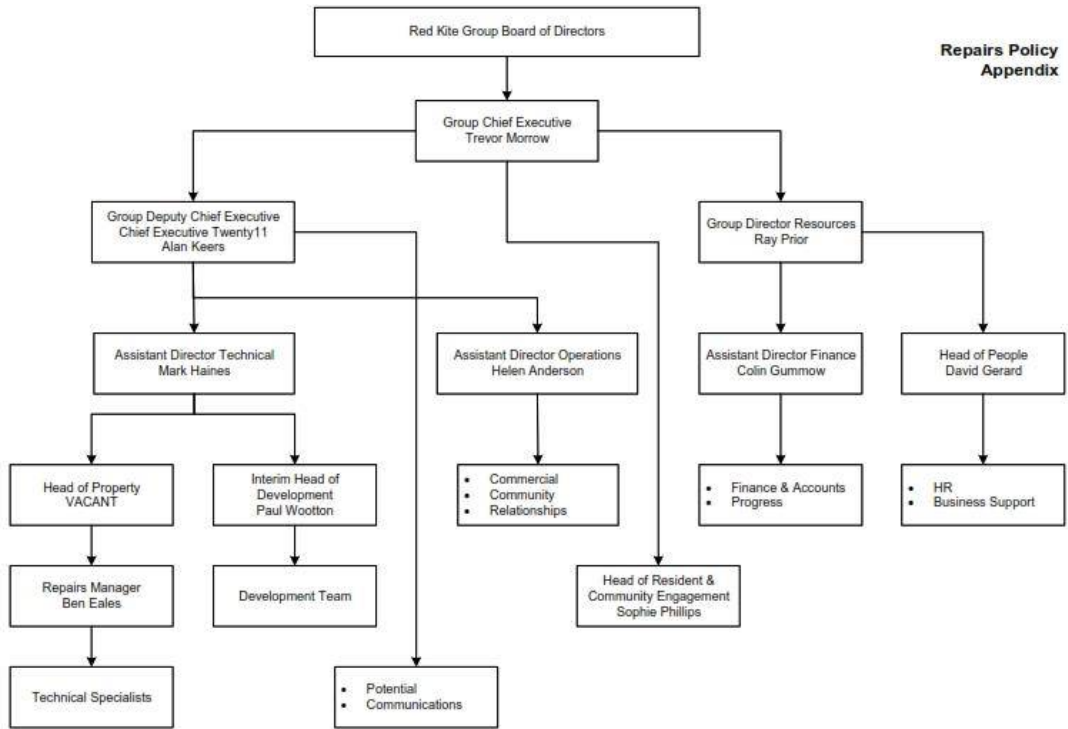
20. Access to the repair service

- 20.1 Our aim is to provide our residents with easy access to our services through a number of different access channels and at a time and place to suit them. Residents are encouraged to report repairs as soon as they become apparent.
- 20.2 Repairs can be reported through our social media channels, by email, or phoning our contact centre, in person to any member of staff during normal office hours, by writing to our office, or via our out of hours call centre (emergencies only) when our offices are closed. We operate a Tenant Portal also for certain residents. Our 'out of hours' emergency service is functional every day of the year. Where a reported repair is deemed not to be an emergency, the resident's details will be taken, and the resident is called back the following day by a Relationship Advisor who will deal with the repair request.

21. Service quality

- 21.1 We continuously monitor our repairs service in accordance with the processes set out in our Repairs Contract. A specific set of Key Performance Indicators (KPIs) have been produced to manage key aspects of the service. We aim to carry out a percentage of post inspections of relevant works under £500 (10%) and to post inspect all works over this value. We will continue to engage our involved residents be fully engaged in monitoring the service through specific telephone surveys and site visits. We use an independent organisation to assess satisfaction levels and will undertake our own routine surveys to monitor the resident's experience with the service.
- 21.2 We aim to complete repairs on the first visit and will monitor our performance against this measure. Sometimes, during the course of a repair, additional works may be required but our aim is to ensure completion within the priority time allocated.
- 21.3 We issue our Code of Conduct to all of our contractors and expect them to maintain the standards set. The quality submissions provided as part of the contractor's tender document form part of the contractor's legally binding contract and set the quality thresholds for the service.

Appendix 1 – Organisational Chart to show responsibilities



Staff roles listed in the **Competency Standards section** must be acquainted with contents of this document and have had documented instructions and training on its use. Authority to amend can only be undertaken by the **Process owner** with the relevant **Delegated approvals**.

For information on interpretations and instructions staff should contact the **Subject Matter expert** or **Process owner** and under no circumstances should any deviation be permitted without prior approval as above.

Document Controls			
Version:	6	Effective date:	December 2020
Subject Matter expert drafter:	Repairs Manager	Process owner:	Head of Property
Related Pod	Property	Related Policy:	Adaptations Policy Empty Homes Policy Red Kite Standard
Review period	3 Years	Next review due by:	December 2023
Delegated approvals			
<input checked="" type="checkbox"/> <i>The 3 lines of defence have been checked within the framework and are valid</i>			
Approved by AD	N/A	Approved Date:	N/A
Approved by EMT	Alan Keers, Deputy Group Chief Executive	Approved Date:	26th March 2021
Approved by Board/ Committee/RRT	NA	Approved Date:	N/A