



Repairs Policy

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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 and is linked to our planned and cyclical maintenance and servicing programmes, all of which have the key objective of ensuring our homes are well maintained, safe and meet the needs of our tenants and leaseholders.
- 1.2 We will take every opportunity to engage with tenants and leaseholders to offer an excellent service and will always strive to improve standards and processes. We will however be mindful of reasonableness and what constitutes value for money when providing the service.
- 1.3 '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.

2. References

2.1 In delivering this policy we will aim to:

- Deliver a value for money responsive repairs service that meets the needs of our tenants and leaseholders
- Comply with all relevant legislative and 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 tenant/leaseholder
- Undertake timely repairs that ensure the upkeep of our assets
- Maintain high quality homes in a good state of repair

2.2 Our objectives are to:

- Provide a reliable responsive service
- Ensure the service is accessible in a cost effective way
- 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



2.3 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 services 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 our performance.

3. Responsibilities (n/a)

4. Legal and regulatory framework

4.1 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

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 and gas safety. We will apply a method and risk based approach to the service in line with any requirements under the Construction Design and Management Regulations.

4.3 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 and any other agreed standard after consultation with our customers and approved by our Board.



5. Definitions

5.1 Applying these standards

5.2 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.

5.3 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.

6. Key Principles - Landlord's repair responsibilities

6.1 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 of the building where installed
- The roof and chimney
- The internal structure
- External decoration
- Outbuildings which form part of the original structure, or have been provided previously by the landlord
- Repair and improvement to communal areas

6.2 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



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 tenants so they expected product life is achieved. Any damage/mistreatment found will be dealt with in accordance with our Recharge Policy.

7. Policy Statement - The Right to Repair

- 7.1 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.
- 7.2 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.
- 7.3 If the repair is not carried out within set time limits, then the tenant 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.
- 7.4 We will always give notice to the tenant of the likely timescale to complete works for all reported repairs and publicise the rights for tenants in relation to these regulations.
- 7.5 Right to Repair table of works and timescales:

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



Item	Description	Timescale Days
9	Total or partial loss of space heating or water heating Between 30th April and 1st November	3
10	Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling house) toilet pan	1
11	Toilet not flushing (where there is no other working toilet in the dwelling house)	1
12	Blocked sink, bath or basin	3
13	Tap which cannot be turned	3
14	Leaking from water or heating pipe, tank or cistern	1
15	Leaking roof	7
16	Insecure external window, door or lock	1
17	Loose or detached banister or hand rail	3
18	Rotten timber flooring or stair tread	3
19	Door entry phone not working	7
20	Mechanical extractor fan in internal kitchen or bathroom not working	7

8. Tenant's duties and responsibilities

8.1 Our Tenancy Agreement sets out the contractual responsibilities for our tenants. We expect our tenants to:

- Keep the inside of their home clean and in good condition. Gardens should be maintained. 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 property with respect and care avoiding wilful damage and neglect



8.2 Specific tenant 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 and baths
- 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
- Replacing tap washers where taps are dripping
- Replacing light bulbs 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
- To clear blockages to sinks/WCs and gulleys as appropriate

8.3 Tenants 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 they have installed

9. Dealing with disrepair

9.1 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.

9.2 Threats of litigation should 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 works or is perceived to work



- That staff display the correct attitude when dealing with tenants' complaints and concerns

9.3 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.
- Continually monitor systems and procedures; setting up, maintaining and publishing a system for dealing with complaints about administration etc. (not about condition), and providing a safety net such as an arbitration procedure

10. Insurance

10.1 We recommend that tenants and leaseholders insure their possessions to cover loss or damage to their home due to theft, flooding, fire, or accidental damage. This is because we don't insure possessions on their behalf.

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

10.3 Under the terms of their lease, leaseholders must contribute towards the building insurance premium we pay to cover an insurable peril occurring to the structure of the block or any communal areas.

11. Rechargeable repairs

11.1 Our rechargeable repairs policy covers arrangements for recovering costs where repairs are deemed the tenant's responsibility or where wilful damage has occurred. We will comply with our statutory requirements in order to recover all relevant costs, including service charges from leaseholders and tenants.

11.2 Typical rechargeable works are as follows:

- Damage caused by the tenant, their family or visitors, to their property or adjoining Red Kite owned property
- Forced entry to a tenant'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 tenant's responsibility
- Repairs that are the tenant's responsibility



- Poor DIY, removal of rubbish or belongings, unauthorised adaptations etc. during the tenancy or after the tenant moves out (refer also to our Home Return Standard)
- Falsely claiming eligible or discretionary repairs
- Falsifying or supplying an unrelated crime reference number

11.3 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 these works. Original certificate(s) must be provided on completion of all authorised works.

11.4 In certain cases we will agree to carry out minor routine and emergency repairs that are not our responsibility, where the tenant 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.

12. Repair priority times

12.1 When prioritising repairs, specific tenant related issues will be considered as appropriate; where vulnerability is a factor, 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
- **Urgent** – The contractor will respond within 5 working days
- **Routine** – The contractor will respond within 20 working days

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.

Cyclical maintenance: This is work that is carried out as part of a regular programme, such as external decorations and gas servicing.



13. Repairs appointments

13.1 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 customer and for a time and date convenient for the customer. 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

13.2 Customers 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.

13.3 If an appointment cannot be kept, customers 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.

14. Defects liability period

14.1 All works carried out are covered by a defects 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.

15. Making good following works

15.1 We will generally look to make good after completing a repair to the surfaces relating to the work, and where required, the area 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.



16. Tenant improvements

- 16.1 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. Tenants are also encouraged to make use of the Handyperson Scheme for minor improvements, details of which are advertised on the Red Kite website.
- 16.2 We will not unreasonably withhold consent when a request to carry out improvements/alterations is made. If consent is provided, the tenant will become responsible for any subsequent repairs, maintenance or replacement of the improvement/alteration. At the end of the tenancy, a tenant may claim compensation for certain eligible improvements carried out after receiving the required consent.
- 16.3 New tenants, including successions, assignments and mutual exchange agreements, may have the option of accepting improvements made by others in certain circumstances. Such agreements will need to be received in writing and if confirmed, the incoming tenant will become responsible for repairs, maintenance or replacements for these items.

17. Leaseholder obligations

- 17.1 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 tenants. We will not carry out repairs to homes we manage for third parties unless expressly identified in formal agreements.
- 17.2 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 make a contribution of £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 make a contribution of £250 or more. We will comply fully with the requirements placed on managing agents/landlords in respect of the consultation.

18. Customer complaints

- 18.1 We will view complaints positively to improve our services and highlight reoccurring problems and trends.



18.2 Failure to meet our repairing obligations may lead to disrepair claims, and claims for compensation. Any tenant or leaseholder may pursue a formal complaint in accordance with our complaints procedure in respect of any aspect of the repairs service and we will publicise our complaints and compensation procedure widely.

18.3 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.

19. Access to the repair service

19.1 Our aim is to provide our customers with easy access to our services through a number of different access channels and at a time and place to suit them. Customers are encouraged to report repairs as soon as they become apparent.

19.2 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. 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 customer's details will be taken and the customer called back the following day by a Relationship Advisor who will deal with the repair request.

20. Service quality

20.1 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) has been produced to manage key aspects of the service. We aim to carry out a percentage of post inspections of relevant works under £500 and to post inspect all works over this value. We will continue to engage our involved tenants 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 customer's experience with the service.

20.2 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.



20.3 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.

21. Communicating this policy

21.1 Communications and documentation will be translated or interpreted as required and provided in accessible formats such as large print or Braille according to customers' needs. Further information can be found in our translation information document.

22. Equality and diversity

22.1 All involved will recognise their ethical and legal duty to advance equality of opportunity and prevent discrimination on the grounds of: age, sex, sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.

23. Related Policies and Procedures

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

- Tenant Handbook
- Tenant and Leaseholder Newsletter
- Our website
- Policy briefings
- Training briefings