



# **EDEN HOUSING ASSOCIATION LIMITED**

## **REPAIRS AND MAINTENANCE POLICY**

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| <b>Document Author</b>                 | <b>Ian McBlain</b>                           |
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## Review/Amendments Record

| <b>Date</b> | <b>Change by</b> | <b>Summary of Change</b>   |
|-------------|------------------|--|
| 12/01/2017  | Ian McBlain      | Minor change to wording in section 3.4 regarding emergency response times                                  |
| 12/01/2017  | Ian McBlain      | Change to wording in section 3.4 regarding routine repair completion timescales.                           |
| 12/01/2017  | Ian McBlain      | Change of wording to item 9.1 regular review   |
| 12/01/2017  | Ian McBlain      | Change of wording to item 10.1 of title re overall responsibility  |
| 12/01/2017  | Ian McBlain      | Change of wording of item 10.2 of title and responsibility incorporating role of Customer Services Manager |
| 12/01/2017  | Ian McBlain      | Change to the Cyclical Painting Rolling Programme Timescales   |

## 1. POLICY STATEMENT

- 1.1 Eden Housing Association is committed to providing an excellent repairs and maintenance service to ensure the satisfaction of our customers, fulfil our statutory obligations, protect the value of our housing stock and offer Value for Money.
- 1.2 The overall aim of this Policy is to contribute to the efficient and effective maintenance of the housing stock.
- 1.3 The objectives of this Policy are:
- To provide an efficient, prompt and cost effective repairs and maintenance service which is easily understood.
  - To promote understanding of which repairs we are responsible for and which are the responsibility of the tenant.
  - To achieve high levels of customer service and customer satisfaction.
  - To monitor the performance of the repairs service to seek continuous improvement.
  - To provide a service which reflects our commitment to equality of access for all customers and to take account of the needs of vulnerable people.
  - To ensure that the repairs service is provided consistently to all customers.
- 1.4 The Policy is based on the principles of the Repairs and Maintenance Strategy that defines our vision as:
- “To do the right repair by appointment, fixed first time and to a good quality (without subsequent recall) and the whole process communicated”.**
- 1.5 Eden will keep in good repair the structure and exterior of all our dwellings and common areas, together with the components that make up each property. We will ensure installations for the supply of water, gas, sanitation and heating are in good working order and service communal equipment supplied by Eden in accordance with current legislation and/or good practice.
- 1.6 Scope: This Policy applies to all properties where Eden Housing Association has an obligation to provide a repairs and maintenance service, including its partners to whom the Association is the Managing Agent. It covers Eden’s approach to responsive repairs, planned and cyclical maintenance. The servicing of void properties is included in Eden’s Void Control Policy and Void Lettable Standards Policy.
- 1.7 We aim to provide equal access to the service and will not discriminate on grounds of race, colour, ethnic or national origins, religion, sexual orientation, disability, gender, age or any other matter which may cause a person to be

treated with injustice. Contractors delivering the service are expected to follow Eden's Equality and Diversity Policy.

## **2. REFERENCES**

### 2.1 External

#### **Legislation and regulation**

- Landlord and Tenant Act 1985 (Section 11)
- Commonhold and Leasehold Reform Act (Section 20)
- Defective Premises Act 1972
- Environment Protection Act 1990
- Gas Safety (Installation and Use) Regulations 1998
- Compensation for Improvements Regulations 1998
- Right to Repair Regulations 1994
- Control of Asbestos Regulations 2006

### 2.2 Internal

- Aids and Adaptations Policy
- Decorations Payment Policy
- Gas Safety Policy
- Housing Void Control Policy
- Void Property Lettable Standards
- Complaints and Compliments Policy

## **3. RESPONSIVE MAINTENANCE (DAY TO DAY REPAIRS)**

3.1 Eden will provide a variety of ways for tenants to report repairs, including by telephone, in writing, in person, by email, via our website and by fax. We will provide appropriate interpretation and translation services.

3.2 A seamless out of hours service will be available for emergency repairs.

3.3 Information on Eden's repair responsibilities will be given to all tenants in the tenancy agreement and will be publicised on our website and in Viewpoint. Where a repair is reported that is a tenant's responsibility, or if damage has been caused by a tenant or member of the household, we will recharge for the cost of this repair.

### 3.4 Eden's repair response times are:

Emergency - Response within 4 hours (our make safe or repair service)

Appointments – Offered for all other repairs within a 15 working day timescale or to suit tenant requirement.

We may review these from time to time, in consultation with tenants.

### 3.5 Responsive Repairs procedures set out that:

- All repair orders are prioritised according to the urgency and nature of the work. Guidelines for staff will set out how they may change the priority if the tenant or a member of the household is disabled or vulnerable.
- Eden will confirm details of the repairs and appointments scheduled with the tenant.
- Responsive repairs works will be delivered by contractors to standards which Eden has agreed with residents.
- Appointments will be offered for all non-emergency responsive repairs. Tenants will be able to choose from a number of specific appointment slots including morning, afternoon, school run and weekday evening.
- Performance targets are set for all main Repairs Contractors, the aim being to improve the level of service and reduce overall costs.
- We will ask tenants for feedback on completed repairs. Any expressions of dissatisfaction received will be fully investigated and analysed to identify issues with our policy or practices and any negative trends in service delivery.

### 3.6 Responsive repair contract key performance indicators and management reports will be monitored on a regular basis to help ensure that cost, quality and performance targets are met. Key performance indicators we will record and monitor include:

- Tenant satisfaction with the repairs service
- Average cost of repairs per property
- Number of responsive repairs per property
- Repairs completed right first time
- Number of repair appointments made and kept
- Average time to complete a repair
- Proportion of responsive repairs raised as emergencies

#### **4. RIGHT TO REPAIR**

- 4.1 Eden will comply with the Right to Repair Regulations (1994). Qualifying minor repairs must be completed within set timescales. Should we not complete this work on time; the tenant has the right to arrange for another Contractor to undertake the work and to seek compensation from Eden for the inconvenience caused. A list of qualifying repairs and timescales is in the Tenants' Handbook.

#### **5. PLANNED MAINTENANCE**

- 5.1 Eden's Repairs and Maintenance Strategy and Decent Homes Plus Standard drive our approach to planned maintenance, tenant involvement, energy efficiency and Value for Money (VFM).
- 5.2 Our planned investment programme is developed from our stock condition database, including information on installation dates, component life cycles and actual condition (based on inspections rather than lifecycle).
- 5.3 Expenditure on Planned Maintenance will be limited by the constraints of the Business Plan. A realistic programme of works will be produced balancing the requirements of the stock database and its affordability.
- 5.4 Eden will build effective and enduring partnerships with high performing contractors, suppliers and consultants.
- 5.5 The procurement of building works and services will be in accordance with our Financial Regulations. We will explore the potential of joint procurement clubs and test this approach against our existing practices.
- 5.6 Our properties will be measured against the Decent Homes Standard and the Housing Health & Safety Rating System. In addition, we will work to Eden's own Decent Homes Plus Standard, which sets more aspirational targets for our stock.
- 5.7 We aim to improve our average SAP rating by focusing on properties with relatively low thermal efficiency. This will help improve affordability of warmth and energy efficiency.
- 5.8 Detailed maintenance programmes will be produced every 3 years and will be provided to residents in both hard copy and via the Eden website.

## **6. CYCLICAL MAINTENANCE**

- 6.1 The safety and well-being of our tenants is a fundamental objective. We will undertake periodic inspection and testing both within our tenants' homes and the communal areas of flats and sheltered schemes.
- 6.2 Eden will undertake the cyclical testing and maintenance of components, including gas heating systems, electrical circuits, lifts etc in accordance with current legislation, Health & Safety guidelines and other appropriate industry standards.

## **7. RESIDENT INVOLVEMENT AND CONSULTATION**

- 7.1 In addition to the Resident Involvement described throughout this Policy, Eden will involve residents in setting and monitoring service standards, reviewing and modifying contract specifications, selecting Contractors and monitoring their performance.

## **8. EQUALITY AND DIVERSITY**

- 8.1 The Association has undertaken an Equality Impact Assessment for this Policy. Any changes required to be made to the Policy following the assessment have been incorporated accordingly.
- 8.2 Full details of our approach are set out in our Equality and Diversity Policy.

## **9. POLICY MONITORING AND REVIEW**

- 9.1 This Policy will be kept under regular review and will be amended to take account of any regulatory changes and Corporate Policies.
- 9.2 Monitoring results will be used by Eden Housing Association to inform future Policy reviews in this area. All reviews will consider whether:
- the current Policy adheres to legislative and regulatory requirements, and reflects current good practice
  - the aims and objectives of the Policy being met
  - the current Policy outcomes meet the needs and aspirations of our customers
  - the Policy offers Value for Money

## 10. **RESPONSIBILITY**

- 10.1 The Director of Operations retains the overall responsibility for the implementation of this Policy.
- 10.2 The Property Services Manager is responsible for the contractual and operational delivery of the responsive and cyclical maintenance elements of this Policy and the associated procedures. The Customer Services Manager is responsible for providing high quality and effective communication with tenants reporting repairs through liaising with the Property Services Manager.

### EMERGENCY REPAIRS

Emergency repairs are defined by the Association in our Tenants' Handbook and our Repairs Handbook as the following:

- Any fault which could lead to death or injury of occupants, visitors or public
- Any fault which could seriously endanger the health of occupants, visitors or public
- Any fault which could cause extensive damage to our property or your belongings
- Any fault which could cause serious inconvenience to you and/or your household or other residents

Examples of emergency repairs:

- Collapsed floors or ceilings
- WC will not flush (when only one in the property)
- Total loss of hot or cold water
- Total loss of heating (in winter: October to March)
- Total loss of electric power (where not caused by utility services)
- Renewal of lock when door cannot be secured (where not caused by tenant)
- Burst pipes or tanks (but not weeping/leaking pipes or dripping taps)
- Blocked drains where effluent is leaking into the property

Emergency repairs will normally be restricted to the immediate rectification of the fault ("make safe") or protection of the residents and/or the property, unless the fault can most efficiently be rectified at that time.

The response time for emergency repairs is attendance at the property within 4 hours of notification to "make safe". Any further work will be ordered and carried out within the appropriate timescales for appointed repairs.

### EDEN HOUSING ASSOCIATION'S REPAIRING OBLIGATIONS

The Association is responsible for the maintenance of the structure, exterior, fixtures and fittings of its dwellings to the highest possible standards compatible with affordable rents, and subject to available budgets. These responsibilities include the following:

#### 1.1 Exterior

- a) Non-adopted drains, rainwater gutters, pipework and gullies
- b) External fabric of dwellings, including roofs, walls, doors and windows
- c) Internal structure, including plasterwork (excluding surface defects and minor cracking)
- d) Chimneys, chimney stacks and flues (excluding sweeping);
- e) Garages within the curtilage
- f) footpaths, steps, ramps and handrails within the curtilage of the dwelling gardens where they form the principal means of access to the dwelling (front and rear access where applicable), and which connect the front and rear doors of the dwelling
- g) Boundary walls, fences and gates, and party fences. Where a party fence bounds property not in the ownership of the Association; the Association will only contribute 50% of the cost unless it can be proved that the fence is wholly owned by the Association. Retaining walls will, unless shown to be in the ownership of others, be maintained by the Association
- h) External painting
- i) Solid fuel bunker, where solid fuel is the principal means of heating, and outhouses (including garden sheds where provided and/or adopted by the Association)
- j) Trees and large shrubs within the curtilage of the dwelling if such item is causing a potential nuisance or endangering the integrity of the dwelling. If the problem is the result of the current tenant's actions or non-actions, the Association reserves the right to recover the cost of maintenance from the tenant.

#### 1.2 Interior

- a) installations for the supply of water, electricity, gas (where available) and sanitation (excluding telephone, television and radio aerials, satellite dishes and cable installations, including any associated wiring and fittings, unless provided by the Association)
- b) Sanitary ware and fittings
- c) Electrical fittings and wiring (excluding fuses and tenants' appliances)
- d) Fitted water and space heating appliances, including open fires where

- they are the principal means of heating
- e) Kitchen units and sink, where provided or adopted by the Association
  - f) Internal joinery items and fixtures and fitting provided or adopted by the Association
  - g) Showers where provided or adopted by the Association

**1.3 Sheltered/grouped flats and elderly persons'/special needs accommodation/dwellings**

- a) Communal lighting to staircases and outside spaces;
- b) Unadopted footpaths and footway lighting;
- c) Lifts, door entry systems, alarms and other specialised equipment and fittings provided by the Association;
- d) Community alarm services and warden communications systems;
- e) Refrigerators, cookers, washing machines, tumble dryers and other appliances provided by the Association.

The exception to the above includes any damage, alternation or other changes caused by the tenant or those for which they are responsible.

**2. The repair undertaken will be in keeping with:**

- the age
- the character
- the location
- the expected life of the property

3. The Association will keep any common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the tenant and other occupiers and visitors to the property.

4. The Association will decorate the outside of its properties and any common parts as often as is necessary. This will be organised on a six-yearly cycle.

5. The Association will, where access to a tenant's home is required, endeavour to make prior arrangement by appointment with the tenant if it is necessary to inspect or carry out internal repairs.

6. The Association will give tenants written confirmation of their repair when they report the repair.

### TENANTS' REPAIRING OBLIGATIONS

1. The tenant is responsible for all repairs where the tenant, anyone living with them, or any visitors should:

- Damage
- Destroy
- Remove
- Lose
- Alter
- Replace

Any part of the following (whether on purpose or by neglect):

- the structure and exterior of the building – roofs, walls, floors, ceilings, window frames, glazing, external doors, drains, gutters, outside pipes;
- sinks, basins, toilets, baths, drains and gulleys;
- kitchen and bathroom fixtures – basins, sinks, toilets, baths
- the installation for the supply of gas/water/electricity;
- heating equipment and water heating equipment;
- Any communal areas around your home – stairs, lifts, landings, lighting, entrance halls, paving and communal gardens.

2. Tenants will be required to carry out minor repairs, which are defined in the Associations' Tenancy Agreement and are listed as follows:

- a) Cracked and broken glass to doors screens and windows, caused by negligence, misuse or wilful damage
- b) All internal decorations, including minor plaster cracks and blemishes (a scheme of decoration and disturbance allowances is in place to assist tenants with decoration following some repair works - see Decorations Policy). In exceptional circumstances, the Association, at its sole discretion and following repair works, may undertake decoration works for elderly or special needs tenants where they have no other means of undertaking decorating;
- c) Toilet seats, chains and pulls
- d) Plugs and chains for sinks, wash basins and baths
- e) Keys
- f) Provision of electrical plugs for tenants' own equipment, light bulbs and fluorescent lamps, except for communal lighting
- g) Telephone, television and radio aerials, satellite dishes and cable

installations, including any associated wiring and fittings, unless provided by the Association

- h) Tenants' own electrical, gas and water fittings
  - i) Damage to fire bars, ash pans, fire stools and frets, enclosed solid fuel fire glass and grates, caused by negligence, misuse or wilful damage, or by use of incorrect fuel
  - j) Cleaning of flues and chimneys associated with solid fuel appliances and open fires, in accordance with good practice, and not less than once per year
  - k) Footpaths, steps, ramps and handrails within the curtilage of the dwelling garden, where they do not form the principal means of access to the dwelling, or connect the front and rear doors of the dwelling
  - l) Work necessary because of the fault or neglect of the tenant, misuse, or where equipment or alterations were fitted or carried out by the tenant (or under his/her direction), or where damage occurs to the dwelling because the tenant has failed to report a defect as soon as it becomes reasonably apparent
  - m) Frost damage where it is considered by the Association, acting reasonably, that the damage is the result of tenant's negligence and/or is considered to have occurred where the tenant has not taken reasonable precautions to keep the house warm, both day and night especially during extended periods of cold weather, and/or where the dwelling is left unoccupied. The Association will drain down and refill tenant's central heating systems free of charge, if the dwelling is to be unoccupied for more than a week during winter months.
  - n) Maintenance of gardens in a tidy and weed free condition, so as not to cause annoyance to neighbours, and to maintain the good visual amenities of the neighbourhood (see 2.1.j)
  - o) To be present for any internal repair appointment in order to give the contractor access, or to make suitable arrangements with the contractor for access, or give at least one working day notice to the contractor to make an alternative appointment. It is not necessary to be present for external repairs, unless the tenant is advised by the contractor that access to the inside of the house will be necessary.
3. Tenants are responsible for decorating inside their home. The Association might be able to suggest other agencies that can help if the tenant is elderly or disabled.
  4. Tenants are responsible for repairing and maintaining their own equipment such as cookers or washing machines, furniture or belongings, and any improvement the tenant has carried out (unless the tenant has an agreement for the Association to repair and maintain it).
  5. Tenants must make good any damage they cause by putting in or taking out their own fixtures and fittings.