



EDEN HOUSING ASSOCIATION LIMITED

REPAIRS AND MAINTENANCE POLICY

Document Reference Number	PROP01
Document Author	Contracts & Property Manager
Date Document Originally Issued	6 January 1997
Reviewed by Board	21 May 2013 31 January 2017 26 January 2021
Revision Cycle (3 Years)	January 2024

This Policy applies to Eden Housing Association and all its wholly owned subsidiaries

Review/Amendments Record

Date	Change by	Summary of Change
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
25/19/2018	Diane Hill	Appendix 3 – Tenants own repairs – check with EHA re. any potential Asbestos containing materials present added.
29.12.20	Diane Hill	Responsibilities made more visible by the addition of a table for EHA/Tenant responsibilities Appendices 1-3 and policy reviewed for legislation changes

1. POLICY STATEMENT

- 1.1 Eden Housing Association is committed to providing an excellent repair 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 our fundamental principle 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 EHA 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 EHA 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 EHA's approach to responsive repairs, planned and cyclical maintenance. The servicing of void properties is included in EHA'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 EHA'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 2012
- RSH Consumer Standards

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
- Planned Maintenance Procedure

3. RESPONSIVE MAINTENANCE (DAY TO DAY REPAIRS)

- 3.1 EHA will provide a variety of ways for tenants to report repairs, including by telephone, in writing, in person, by email, and via our website. 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 EHA'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 EHA'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.
- EHA will confirm details of the repairs and appointments scheduled with the tenant.
- Responsive repair work will be delivered by contractors to standards which EHA 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 EHA 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 EHA for the inconvenience caused. A list of qualifying repairs and timescales is in the Tenants' Handbook.

5. PLANNED MAINTENANCE

- 5.1 Informed by the Decent Homes Standard (2006) EHA's Asset Management Strategy and Planned Maintenance & Major Repairs Procedure drive our approach to planned maintenance.
- 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 EHA 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.
- 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 EHA 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 EHA 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 EHA 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.

The handbook states – You may be recharged when an emergency repair request is made, which is clearly not an emergency.

APPENDIX TWO

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

TENANTS' REPAIRING OBLIGATIONS

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

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

Before carrying out any repairs – the tenant should check with EHA as to whether there is any Asbestos present. This information is included within the sign-up packs

The following table in Appendix 3 defines the obligations of EHA and the tenants, but is not limited to the contents:

APPENDIX 3

Repair Request	EHA Responsible	Tenant Responsible
Communal Areas		
Dustbins and the removal of household rubbish		✓
Shared areas such as lifts, stairs, rubbish chutes and communal TV aerials	✓	
Replacement or extra key fobs for communal door entry systems		✓
Door entry systems for shared areas	✓	
Light bulbs and fluorescent lamps in communal areas	✓	
Driveways and shared driveways (if constructed by EHA*)	✓*	✓
Entrance halls, stairways, lifts, passageways, rubbish chutes and other common parts (Only in Communal Areas)	✓	
Roof		
Chimney, stacks and flues, including annual sweep	✓	
Roof structure and coverings	✓	
Guttering, rainwater pipes, gullies and clips (non-adopted)	✓	
Fascia's and soffits	✓	
Walls and Canopies		
External walls and rendering	✓	
Foundations	✓	
Concrete canopies over doors or windows	✓	
Rendering to property	✓	
Windows and Doors		
Window frames, external sills, ironmongery and locks if damage is fair wear and tear	✓	
Damaged glazing		✓
Security chains, key safes and spy holes	✓	
Internal timber, UPVC or tile window sill (unless affected by rot or woodworm or beyond repair)		✓
Internal doors and associated ironmongery (unless affected by rot or woodworm or beyond repair)		✓

Repair Request	EHA Responsible	Tenant Responsible
External doors, frames, locks, ironmongery, other boards and threshold strips caused by fair wear and tear	✓	
Provision of additional door locks		✓
New or replacement keys		✓
Cracked and broken glass to door screens and windows, caused by negligence, misuse or willful damage		✓
Locked out of a property		✓
Pipes and Drains		
Soil and vent pipes and clips	✓	
Clearing blocked gulley grids		✓
Blocked drains (affecting one property only)	✓	
Blocked drains (affecting more than one property)	✓	
Inspection chambers	✓	
Gardens and Boundaries		
Maintenance of gardens (weed free & aesthetically)		✓
Work carried out to gardens and flooded gardens (Unless caused by an underground leak or where additional drainage is required#)	✓#	✓
Garden walls if built by us	✓	
Front fencing and gates if erected by us	✓	
Rear fencing and gates (unless it leads directly to a hazard such as a main road) **		✓
Dividing and Party Fencing		✓
Footpaths, steps, ramps and handrails which provide main access to the front and back door of the property and connect the front and rear doors	✓	
Paved areas and steps that were provided at the point of tenancy	✓	

Repair Request	EHA Responsible	Tenant Responsible
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 (with the exception where a tenant has made their own alterations#)	✓	✓#
Washing posts (not lines)	✓	
Replacement or repairs to sheds we provided on new build sites		✓
Exterior cyclical decoration and common parts	✓	
Trees and large shrubs within the curtilage of the dwelling unless planted by EHA (Causing a nuisance or endangering integrity of dwelling)		✓
Garages and Outbuildings		
Garages, outbuildings or solid fuel bunkers within the curtilage	✓	
Locked out of a garage (unless lock is faulty)		✓
Providing additional keys to garages		✓
Walls		
Structural walls inside a property	✓	
Major plaster repairs following repair works	✓	
Minor repairs to plasterwork for example small holes and cracks (less than the width of a £1 coin, edge not face)		✓
Wall tiles to match existing as closely as possible where damage due to fair wear and tear	✓	
Skirting boards, picture rails, battens (unless affected by rot or woodworm unless beyond repair)		✓
Internal decorating, including plaster cracks and blemishes		✓
Floors		
Concrete floors (not including floor tiles)	✓	
Vinyl fitted by us as part of improvement work		✓

Repair Request	EHA Responsible	Tenant Responsible
Floor boards and joists but not including laminate flooring	✓	
Fireplaces		
Fireplace and surround if fitted by us	✓	
Damage to fire bars, ash pans, fire stools and frets, enclosed solid fuel fire glass and grates, caused by negligence, misuse or willful damage, or by use of incorrect fuel		✓
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	✓	
Staircase		
Staircase, banister and handrails	✓	
Bathroom		
Bath panels (unless damaged by EHA while carrying out a repair when replacement may not match existing suite)		✓
Slatted shelving to airing cupboard	✓	
Internal pipe work boxing	✓	
Kitchen		
Kitchen cupboards, drawers, door catches, hinges and handles where damage is not fair wear and tear		✓
Worktops where damage is not fair wear and tear (replacement may not match existing)**		✓
Cookers that were provided and installed by us at the point of tenancy NOT where tenant has taken on responsibility of cooker left in property left by outgoing tenant	✓	
Electrical Items		
Electrical wiring sockets and light fittings where fitted by us	✓	
Smoke or carbon monoxide alarms	✓	
Plugs on tenant's appliances		✓
Light bulbs and fluorescent lamps		✓
Electrical consumer units (fuse box)	✓	

Repair Request	EHA Responsible	Tenant Responsible
Electrical Fittings (Tenants own)		✓
Electric storage heaters (if installed by us)	✓	
Electric fires (if installed by us)	✓	
Immersion heaters	✓	
Extractor fans	✓	
Electric shower unit (if installed by us)	✓	
Plumbing		
Water service pipes (from boundary to stop tap / SureStop) overflow pipes and water tanks	✓	
Blocked toilet, sinks, bath and hand basin waste pipes where the tenant has previously tried to clear the blockage. Rechargeable where blockage caused by wet wipes/foreign objects etc#	✓	✓#
Taps, stop taps, SureStops and wheel valves	✓	
Sink units and hand basins where damage is not fair wear and tear **		✓
Toilet flushing mechanism	✓	
Toilet seats, chains and pulls		✓
Bath or shower trays (where supplied and installed by us)**	✓	
Sink, wash basin and bath plugs and chains **		✓
Bath seals and splash back tiles or wall board	✓	
Kitchen sink seals and splash back tiles or wall board	✓	
Vertical Boxing in of new or existing pipe work if damaged caused by us	✓	
Water fittings (Tenants own)		✓
Gas		
Gas pipe work inside the property	✓	
Supply of gas and gas meters		✓
Annual gas servicing of appliances	✓	
Gas fires (if supplied and installed by us)**	✓	
Topping up the heating systems, water pressure and bleeding	✓	

Repair Request	EHA Responsible	Tenant Responsible
Radiants for gas fires **	✓	
Gas water heaters	✓	
Radiator valves, time clocks and thermostats	✓	✓(adjust/setting)
Gas boilers	✓	
Gas Fittings (e.g. tenants own gas fire)		✓
Installation of cooker chains or gas bayonet fittings (where none currently exist) to accommodate a change of cooking appliance. Disconnection and reconnection of cookers except during improvement work		✓
Other Heating Sources		
Ground and air source heat pumps	✓	
Heat exchange units	✓	
District heating	✓	
Solar panels	✓	
Adaptations		
Adaptations (installed by us or local authority)	✓	
Cookers installed by us in an adapted kitchen	✓	
Shower tray or seat (if installed by us)**	✓	
Adapted toilet seats (if installed by us)**	✓	
Home Security		
Additional window locks	✓	
Home Energy Efficiency		
Hot water cylinder jackets (first provided by us)		✓
Low energy light bulbs		✓
Loft insulation	✓	
Miscellaneous		
Repairs as a result of fault or neglect, misuse, or where equipment or alterations were fitted or carried out by the tenant (or under his/her direction)		✓
Damage repairs as a result of a tenant's failure to report defects as soon as apparent.		✓

Repair Request	EHA Responsible	Tenant Responsible
Pest Control/Vermin		✓
Frost damage due to negligence by the tenant ***		✓
To allow access by being present or making suitable arrangements for any internal repair appointment with contractors, or give at least one working day notice to the contractor to make an alternative appointment.		✓
Repairing and maintaining personal 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).		✓
Make good any damage they cause by putting in or taking out their own fixtures and fittings.		✓
Sheltered/grouped flats and elderly persons'/special needs accommodation/dwellings		
Communal lighting to staircases and outside spaces	✓	
Un-adopted footpaths and footway lighting	✓	
Lifts, door entry systems, alarms and other specialised equipment and fittings provided by EHA	✓	
Alarm services and warden communications systems	✓	
Refrigerators, cookers, washing machines, tumble dryers and other appliances provided by EHA *****	✓	

Notes

- * Where permission has been granted for a driveway and we have approved this, any repairing obligation on change of tenancy will fall to us, except in the case of mutual exchange. However, where a driveway has been installed without our permission we reserve the right to remove and recharge for making good the area or we will recharge an appropriate amount for repairs carried out. Any shared driveways where remedial works have been unavoidable because of health and safety concerns may also be recharged.
- ** Where a repair is a tenant's responsibility or a non-standard or enhanced feature, or the repair is our responsibility but the tenant has caused damage that means

there is a hazard and a risk to health and safety we may carry out the repair and recharge the tenant for the cost of this work.

- *** The Association will drain down and refill tenant's central heating systems if the dwelling is to be unoccupied for more than a week during winter months.
- **** 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;
- ***** 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.
- ***** The exception to the above includes any damage, alternation or other changes caused by the tenant or those for which they are responsible.

Equality Impact Assessment

Question	Response
1. Name of the policy/practice/activity being assessed	Repairs & Maintenance Policy
2. Summary of aims and objectives of the policy/practice/activity	Delivery of R&M Services to our tenants
3. What involvement, consultation, engagement has taken place for the policy/practice/activity (e.g relevant groups/stakeholders)	Open engagement, supported by EIO.
4. Who is affected by the policy/practice/activity	All tenants
5. What are the arrangements for monitoring and reviewing the impact of the policy/practice/activity	Standard 3 year review cycle

Protected Group	Is there a potential for a positive or negative impact	Explain and provide evidence/data used	Action to address the negative impact
Disability	x		
Gender reassignment	x		
Marriage or civil partnership	x		
Pregnancy or maternity	x		
Race	x		
Religion or belief	x		
Sexual orientation	x		
Sex (gender)	x		

Age	x		
------------	---	--	--

Evaluation

Question	Explanation	
Is it possible the proposed policy/practice/activity could discriminate or unfairly disadvantage people	Staff are encouraged to work flexibly within the policy and to recognise where disability, age or other factors may need to alter how we delivery the policy (eg a disability may make a usually standard repair an emergency).	
Decision	Tick the relevant box	Include any justification required
1. No barriers identified – proceed	x	
2. Barriers identified towards one (or more) protected groups – stop		
3. Barriers identified towards one (or more) protected groups – adapt or change the policy/practice/activity		
4. Barriers identified towards one (or more) protected groups – no proportionate way to amend the policy/practice/activity so proceed with caution		

Completed by – and date	Diane Hill 8/1/21		
Reviewed by – and date	JE 8/1/21		
Review Date (if applicable)			
Will this EIA be published	Completed EIAs will be appended to each policy document. Any public related policies will be uploaded to the EHA website		

Action (To be completed as required)

If the Evaluation has resulted in Decision 4, complete a risk assessment and record on Operational Risk Register	Date Completed:
---	------------------------

Change Log

Name	Date	Version	Change
Diane Hill	When published	1	