

Redditch Borough Council

REPAIRS POLICY

1. INTRODUCTION

Scope of the Policy

This policy covers the repairs service provided by Redditch Borough Council to its' tenants and leaseholders.

Conditions of Tenancy

The tenancy agreement is a legally binding contract and describes the rights and responsibilities of both the tenant and the Landlord, including repairs. As part of that agreement the Council will carry out most of the repairs to the main structure of its' dwellings. There are, however, items for which tenants and leaseholders are responsible and these are detailed within section three.

The lease agreement places a responsibility on the Council to keep the structure and exterior of the property in good condition with costs recoverable from service charges.

Best Value Improvements

A key objective arising out of the housing best value review is to 'manage an effective response repairs service'. To achieve this the Council will introduce a number of initiatives:

- A repairs policy that is responsive and accountable, consistent, sensitive to the needs of customers and meets legal repairing obligations
- The facility to access the repairs service through One Stop Shops (in person) or a central contact centre (via phone)
- The investment in software and appropriately trained staff to ensure repairs are accurately diagnosed and appropriately categorized
- An appointments system which is convenient to customers, enabling a repair to be carried out in one visit, where possible

2. REPAIRING OBLIGATIONS – THE COUNCIL'S RESPONSIBILITIES

The Council's repair duties are set out in Section 11 of the Landlord and Tenant Act 1985 which states the Council must:-

Keep in repair

- The structure and the exterior of its properties (including the communal areas of flats)
 - Walls
 - Window frames
 - Roofs
 - Access steps and path to the property
 - Internal wall plaster (in some cases)
 - External render and joinery
 - Gutters, drains and external pipes

This includes an obligation to make good any damaged decorations or redecorate after completing any repair work. Repairing any defects can mean that sometimes the Council has to completely renew or replace part of the structure.

Keep in repair and proper working order

- The installations
 - for the supply of water, gas and electricity
 - for sanitation
 - for space heating and heating water

This includes basins, sinks, baths and sanitary conveniences, within properties occupied by secure tenants.

The Council is responsible for carrying out repairs in a reasonable time.

Leasehold Properties

The Council is responsible for the structure and exterior (including the roof, window frames, outside walls and foundations) and for repairs to shared services, which include electricity, drainage and the water supply:

- Plumbing – burst or leaking pipes up to the main stopcock, shared water tanks
- Carpentry – roof structure and covering, external window frames, broken windows in shared areas
- Electrical – door entry systems, shared electrical wiring, meter cupboards, lifts
- Heating – shared heating and hot water systems

The above works may fall into either of the Council's repairing categories depending on the urgency of the repair / the condition of the item. Categories of repair are discussed later.

The Council has a legal duty to consult leaseholders where repairs cost more than £100 for each home or £1000 for each block of flats, whichever is the greater. Leaseholders will be advised of the amount that they will have to pay after the Council has obtained at least two quotations for the work. Leaseholders will be given the opportunity to comment on the proposals within the statutory consultation period. Failure to carry out the correct procedure will mean that the Council may not be able to recover the costs of the work.

3. REPAIRING OBLIGATIONS – TENANT / LEASEHOLDER RESPONSIBILITIES

Tenants

Tenants are required, under the terms of their tenancy agreement, to immediately report damage, faults or disrepair to the Council.

Tenants are responsible for carrying out minor repairs and replacements as shown below:

- Glazing
- Gully grids
- Gardens
- Internal doors, ironmongery and threshold strips (unless affected by rot or woodworm)
- Minor repairs to plasterwork, such as cracks and small holes (under 150mm square)
- Loose floor coverings and fitted carpets
- Artex ceiling where tenant requires whole ceiling done rather than a patch
- Sweeping chimneys
- Bath panels (unless damaged by the Council carrying out repairs or affected by a water leak)
- Disconnection and reconnection of cookers
- Blocked sink, bath and hand basin waste pipes
- Toilet seats
- Plugs and chains
- Bleeding of radiators
- Internal decoration
- Draught proofing
- Repairing or replacing washing lines and posts
- Providing extra security locks and chains

- Plumbing of appliances e.g. washing machines, dishwashers
- Environmental treatment e.g. wasp and ant nests, rodents and vermin, flea or beetle infestation
- Lock changes / additional locks
- Any item that the current tenant is entitled to remove at the end of the tenancy
- Reinstatement / repair of any item damaged by the tenant / visitor / pet deliberately or due to neglect
- Repairing or maintaining anything which the current tenant has built, fitted or installed, without the written permission of the Council (see alterations and improvements)

Note – where damage is caused by evidenced incidents of harassment, break-ins or vandalism the Council will assume responsibility for repair / replacement.

Leaseholders

Responsible for repairs and replacements:

- Internal decoration including paintwork and floor covering
- Internal doors and door furniture
- Internal plumbing and electrical wiring
- Internal plasterwork (other than structural)
- Floorboards and floors (other than structural)
- Glazing
- Central heating and hot and cold water systems
- Kitchen units
- Bathroom fittings
- Internal skirting
- Architraves and door frames
- All other internal repairs / replacements

Responsible for payment of the annual service charge bill for works including:

The Estate

- Communal grounds and paths
- Drains and gullies (supplying more than one block)
- Drying areas (where applicable)

The Block

- Foundations and drains
- Pipes supplying mains water, up to and including the stopcock in individual flats
- Wiring for communal TV up to and including the aerial socket

- Roof, gutters and rainwater pipes
- Roof timers
- Floor joists
- External fixtures, fittings and equipment
- External and internal structural walls (but not the plaster finish) and the windows (but not the glass)
- External doors to individual flats (but not the door furniture)
- Caretaking and cleaning (where applicable)
- Insurance
- External Decoration

4. INTERNAL DECORATION – ELDERLY / DISABLED TENANTS

The Council will decorate a room every five years (subject to funding):

1. Available to tenants of pensionable age who are not in full-time employment and are Council tenants and who have lived at their current property for at least 12 months
2. Not available to pensioners who have relatives or other persons who are below pensionable age permanently living with them;
3. Available to disabled tenants who have no able-bodied person, under the age of 60 years, living with them.

5. ACCESS

Tenants are required under the terms of their tenancy agreement, to allow the Council access into their homes to inspect, carry out repairs, or do other works that are necessary to their property or adjoining properties. Where it is deemed necessary in the case of an emergency the Council retains the right to force entry.

Tenants are also responsible for moving furniture and lifting carpets to allow repairs to be done. If carpets have to be lifted to carry out a repair the Council cannot be held responsible for any damage.

6. CATEGORIES OF REPAIR

1. **Emergency** – within 24 hours

Emergencies are repairs that pose a danger to the health and safety of the occupant or serious damage to the property.

This category is to make safe and eliminate immediate danger only.

2. Urgent – within 5 working days

Urgent repairs are those items that are a serious inconvenience to people living in their homes or have potential to be prejudicial to the security of the property or create a hazard. These are repairs, which, if not carried out, will cause discomfort to the occupant. Examples:

Plumbing

Re-glaze (may be re-chargeable)

General electrical repairs

Leaking gutter affecting the property inside

Minor repairs to windows or doors where security is affected

Electrical fittings not working but not dangerous

3. Non-Urgent – within 25 working days

Non-urgent repairs are those that cause minor inconvenience and have little effect of the property if a repair is not undertaken in the short term. Examples:

Mould treatment

External Joinery

Leaking / blocked gutter

Sanitary appliances that need replacing but are not leaking (subject to Health and Safety)

Floor repairs (small repairs subject to Health and Safety)

Replacement kitchen cupboards & worktops (subject to health and safety)

Roof repairs

Wall tiles

Garage repairs (subject to the economical repair costs to individual blocks of garages)

Plastering

4. Grouped Repairs (Planned Response Maintenance) / **Non-target Repairs** - completed within 10 weeks on average

This category includes items of work that will require attention at some point in the future, but do not pose any short-term hazard or inconvenience to the occupiers of the property. These items of work are more cost effectively grouped together and include:

- decoration
- non-urgent fencing
- slabbing

- paving
- replacement kitchen cupboards & worktops
- external joinery (not affecting security)
- external walls, rendering and pointing
- sanitary appliances (not affecting Health and Safety)
- floor replacements (small works not affecting Health and Safety)

This also includes work where an appointment has been made in agreement with a tenant, for a repair outside of the 25-day category.

7. APPOINTMENTS

When a repair is reported and categorized as 'non-urgent' the tenant will automatically be offered an appointment for the work to be carried out.

It is the responsibility of the repairs team to control the availability of appointments through the Council's IT system for each trade. (Pre-planned appointments will be set up in advance taking into account holidays etc and availability of operatives). This will enable the One Stop Shop / Contact Centre staff to book appointments as repairs are reported to them. The IT system will indicate appointments that have been made available.

A morning or afternoon appointment, on a particular date will be offered and these details will be printed on the tenant's receipt card). Appointments may be offered for both inspections and repairs.

If the tenant is out and misses an appointment the operative will leave a card to advise that the repair has been cancelled and that the tenant is required to re-book the work.

8. QUALITY CONTROL

Pre & post Inspections

Pre-inspections (target 10% or less) will be carried out where

- The customer is unable to fully explain the problem
- Measurements, specifications etc are required prior to ordering the work
- The level of repairs reported by a tenant creates concern

Post-inspections (target 70/80%) will be carried out where

- The repair carried out has not rectified the problem
- The quality of workmanship was not acceptable

In addition there will be a percentage of repairs that are randomly selected for post-inspection for quality control purposes. These checks will target multi-trade high-cost jobs and trades where poor performance has been identified.

A further quality checking system is in place through follow-up telephone calls on completion of calls. (Target 20%)

Tenant Satisfaction Cards

When a repair has been reported to the Council the tenant will receive a receipt, which will give details of the repair to be carried out, the job number and the target completion date. Where an appointment has been arranged this date will also be shown on the receipt.

The card, which is issued with the receipt, should be returned to the Council upon completion of a repair, for monitoring purposes. Tenants are asked to indicate their satisfaction with the repair and whether they are satisfied generally with the repairs service. There is also space for any comments.

A monthly prize draw is operated by the Council to encourage participation.

Customer Service Contract

Customer Service Claims

The Council offers to pay £5 compensation should it fail to

- respond within the target period quoted, for either the pre-inspection or execution of a repair
- meet an appointment that the Council has made

The Scheme applies to minor repair work, reported by the tenant for which the Council, as Landlord, is responsible. It does not include:

- a) Planned Maintenance Works
- b) Out-of-Hours Emergencies
- c) Repair work to communal areas
- d) Where an appointment has been made and not kept by the tenant

Conditions of Payment

The Council must receive the claim form within seven days of the end of the target period or the appointment date.

Access should be made available by the tenant to allow the Council to respond within the access times agreed and quoted on the receipt.

Compensation will not be made in the event of delays caused by exceptional circumstances beyond the control of the Council, e.g. severe weather conditions, industrial disputes, etc.

Should any tenant submit a claim that is found to be fraudulent, they shall be unable to submit further claims under the Customer Service Contract.

Method of Payment

Satisfactory claims will be met in the form of a cheque, payable to the tenant. The tenant may request payment to be credited to their rent account, should this be in arrears by indicating on the claim form.

9. GAS MAINTENANCE

Overview

The majority of dwellings owned by Redditch Borough Council are heated by a gas central heating system. i.e. a gas boiler which heats water and feeds radiators which in turn emit the heat necessary to maintain a required temperature within your home. Gas is highly inflammable and in certain unregulated circumstances could cause a fire putting lives in danger there are strict regulations to ensure that the risk is controlled and minimized.

The Gas Safety (Installation and Use) Regulations

The regulations require that landlords ensure that every appliance and associated equipment to which the duty extends is checked for safety within 12 months of being first installed and at intervals of not more than 12 months thereafter. Landlords should ensure that the record is retained for two years from the date of inspection. The record should be made available for tenants' inspection. The Landlord should ensure that a copy of the record is given to each existing tenant of premises to which the record relates within 28 days of the check. New tenants should be given a copy of the record before they take up occupation.

The Gas Safety (Installation and Use) Regulations 1998 state that "all reasonable steps" should be taken by landlords (including through tenancy agreements) to ensure access to property for safety checks and maintenance be done. This may involve giving written notice to a tenant (e.g. by recorded delivery) explaining the reason why access is required and requesting arrangements to be made (at a mutually convenient date and time). Follow-up action, including personal visits, may be required, for instance, if there is no response to a written request. The regulations say tenants should cooperate with landlords in allowing the necessary access to their home. However, landlords should keep a record of

their action in case a tenant refuses entry and it is necessary to demonstrate the steps taken to discharge their duties. Action to gain access does not involve making arrangements for forced entry into property.

Discharging the Council's Duty

Annual Gas Service

Landlords have a legal duty to ensure that any gas appliances and gas pipes that they provide in their properties are tested every twelve months - Gas Safety (Installation and Use) Regulations 1998. This is to ensure the safe operation of the appliance and supply to protect their tenant's safety.

The Council and the Council's Gas Contractor retain information regarding the date when each property was last serviced and a copy of the Landlords Safety Record. A letter will be sent to the tenant approximately 30 days prior to the service date requesting that the tenant contacts the Contractor to make a mutually convenient appointment. The appointment will state the date and either a morning (8:00 – 1:00) or afternoon/evening (1:00 – 8:00) slot.

Missed Appointments

Missed appointments cost the Council and the Contractor money, which will in turn be recharged to the tenant. Should the Contractor not hear from the tenant within 7 days another letter is sent as a reminder. Should the Contractor not hear within a further 7 days the Council will intervene and issue a letter stating that if they do not make contact within 28 days then proceedings will be put into place to gain entry by force, under a court order. In that last period of 28 days all efforts will be made to contact the tenant via the housing officer.

If the Contractor fails to attend a pre-arranged appointment the tenant will be entitled to compensation.

Quality Control

In order to check the competence of the Contractor a percentage of service calls are inspected and tenants may be asked for their opinion of the Contractor and the work carried out. This information ensures that the Council continues to provide an efficient service and takes tenants comments into consideration when selecting future Contractors.

10. RECHARGEABLE REPAIRS

A rechargeable repair is where the Council or the Council's Contractors carry out work, for which the tenant is responsible.

A rechargeable repair may be identified in a number of ways:

- Out of Hours Call Outs where the operative identified upon visiting that the repair was tenant responsibility – cost of the call-out
- Forced Entry by Police where a warrant for arrest is produced – cost of the repairs to make good
- Contractors may identify rechargeable repairs and it is their responsibility to inform the tenant that they will be recharged – cost of the work
- Tenant request repairs which are their responsibility and the Council agrees to carry out the work – cost of the work
- Work identified during a site visit – cost of the work
- Work identified upon inspection of a void property – cost of the work
- Tenant misses an appointment made by the Council or a Contractor – cost of an abortive call

Note – a reduced charges scheme is reviewed annually and is applicable to tenants on full housing benefit, elderly (pensionable age) and disabled tenants.

11. IMPROVEMENTS AND ALTERATIONS

Tenants may carry out improvements to their home, including any alteration or addition to it. It is a condition of tenancy that prior to commencing any work tenants must obtain written permission from the Council (this permission will not be unreasonably withheld).

Permission must also be requested for the erection of:

- Fences
- Sheds and greenhouses
- Aviaries
- Garages
- External aerials

Where the Council grants permission for work to be carried out, it will be subject to the following requirements:

- Any specification requirements are complied with
- The work is carried out by competent and qualified workmen in compliance with the relevant regulations and using materials satisfying British Standards Specification
- Access to inspect the installation / alteration is available to the Council whilst the work is being carried out, and after completion
- The installation / alteration is kept in good repair
- The installation / alteration be removed upon termination of the tenancy (in cases where this is a condition of permission)

- The tenant is responsible for the cost of any damage to the Council's property which may be caused by the installation / alteration, its presence or subsequent removal
- The Council will not take on any current or subsequent financial responsibility for the cost of the installation / alteration
- Appropriate Building Regulations / Planning Permission approval has been granted

12. ADDITIONAL INFORMATION

Each tenant will be provided with Repairs Handbook which includes all aspects of this policy, it will also contain other helpful information on the following:-

How to report a repair - day time and out of hours

Who carries out the work

The Right to Repair

Home Security and Safety

What to do in an Emergency

Energy Efficiency Advice

Condensation

Adaptations

Code of Conduct for Contractors (Best Value Improvement Plan Action)

Simple DIY Measures

Performance monitoring of the service (category performance, appointment performance etc)

Opportunities for tenant involvement

Communication – keeping customers informed

Housing Capital Programme & arrangements for informing leaseholders & leaseholder contributions towards major works

Right to compensation for improvements

Corporate Complaints Policy

Cyclical Maintenance

Frequently asked questions

Other languages etc