

## Appendix 6



# REPAIRS AND MAINTENANCE POLICY

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## **1 VISION & STRATEGIC PURPOSES**

- 1.1 To enrich the lives and aspirations of our residents, businesses, and visitors through the provision of efficiently run and high-quality services, ensuring that all in need receive appropriate help, support, and opportunities
- 1.2 This policy supports the following Strategic Purposes:
- Communities which are safe, well maintained and green
  - Finding somewhere to live
  - Living independent, active & health lives'
- 1.3 This policy seeks to maintain RBC properties to ensure they have modern facilities are safe and warm.

## **2 INTRODUCTION**

- 2.1 Redditch Borough Council (RBC) Housing Property Services is committed to providing an effective repairs and maintenance service to ensure high levels of resident satisfaction to maintain its properties to a good standard and to protect the value of its housing stock.
- 2.2 The Council will ensure that it provides a repairs and maintenance service in accordance with relevant policy, legislation, regulatory compliance and Council housing service standards.
- 2.3 The Council is responsible for the maintenance, repair, servicing and replacement of the structure and common parts of its properties, as set out in the tenancy, leasehold or licence agreement and any associated handbooks.
- 2.4 Under the terms of the tenancy, as set out in the Tenancy Agreement, all tenants are responsible for reporting repairs to the Council and must allow access to their property in order for works to be carried out.
- 2.5 The tenant is responsible for the maintenance, repair and replacement of certain items within and external to their home, as set out in the Tenancy Agreement with the Council.
- 2.6 The tenant is also responsible for maintaining, repairing and servicing of agreed alterations that are carried out by the tenant.

## **3. PURPOSE OF THE POLICY**

- 3.1 The purpose of this policy document is to set out how Redditch Borough Council (RBC) delivers its Repairs and Maintenance service to its social housing stock.

- 3.2 The Council will ensure there is an effective responsive repairs service for its tenants and leaseholders. This will ensure that the housing stock is safe, kept in a good state of repair and is brought up to or meets agreed standards.
- 3.3 The Council's aim is to ensure that the right work is carried out at the right time and that the work completed is right first time. This will assist in minimising disruption to the tenant and their home.

#### **4. LEGISLATION AND GUIDANCE**

- 4.1 The Council will ensure that properties are repaired and maintained in accordance with best practice and relevant policy and legislation, including the following:
- Decent Homes Standard
  - Tenancy agreement
  - Housing Acts 1985, 1988, 1996, 1998 and 2004
  - The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133
  - The Secure Tenants of Local Authorities (Compensation for Improvements) regulations 1994, SI 1994 No 613
  - The Leasehold Reform, Housing and Development Act 1993
  - Landlord and Tenant Act 1985
  - Defective Premises Act 1972
  - Landlord and Tenant Act 1985 – Section 11
  - Defective Premises Act 1972 - Section 4
  - Environmental Protection Act 1990 – Part III
  - Gas Safety (Installation and Use) Regulations 1998
  - Control of Asbestos Regulations, 2006
  - Building Regulations Commonhold and Leasehold Reform Act 2002
  - Equalities Act 2010
  - Disability Discrimination Act 2005

#### **5. LOCAL POLICIES**

- 5.1 This policy should be read in conjunction with the following:
- Tenancy Agreement
  - Leasehold Management Policy
  - Leasehold Handbook
  - Leasehold Service charge Policy
  - Rechargeable Repairs Policy
  - Condensation, Damp and Mould Policy
  - Gas Safety (Annual Servicing) Policy
  - Aids & Adaptions Policy

## **6. OPERATIONAL STANDARDS**

### **6.1 Reporting Defects**

6.1.1 The Council will ensure that defects can be reported in any of the following ways:

- by telephone
- by e-mail
- The future introduction of a portal to provide on-line services for tenants and residents
- Repairs can be reported by Council officers, support workers or carers using any of the methods above.

6.1.2 The Council will ensure that sufficient advisors are available to answer calls between 09:00 – 17:00 Monday to Friday excluding public holidays.

6.1.3 Emergency repair requests can be reported out of hours by telephone.

These Emergency items include

- **Gas Escapes,**
- **Exposed live electrical cables,**
- **Severe water leaks**
- **Major drainage problems**

Please refer to the council's website for further details.

6.1.4 Gas leaks need to be reported to the National Gas Emergency Service on 0800 111 999. An engineer will normally attend to all gas leaks within two hours.

### **6.2 Repairs Categories**

6.2.1 The Council has established three categories of responsive repair:

- Emergency                      2 hrs
- Urgent                            5 working days
- Routine                          20 working days

6.2.2 Emergency repairs are those that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to buildings and property. The Council, or a suitable appointed contractor, will attend emergency repairs within two hours of receipt of the call.

6.2.3 Urgent repairs under the Right to Repair are defined in "The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994"

and are not emergency repairs. These repairs will be carried out within the specified time laid down unless by the express agreement of the tenant. The “Right to Repair” section details these repairs including required response times.

- 6.2.4 Routine repairs will be assessed and prioritised however these typically do not pose an immediate risk to health and safety nor imminent danger to the structure and will be attended to at a time suitable to the tenant.
- 6.2.5 If a repair cannot be completed on the first visit, a further appointment is to be arranged with the tenant. This appointment will be within seven calendar days of the visit unless a longer delay is expressly requested by the tenant or if specialist materials or plant are required that cannot be sourced within the timescale. In the latter case the next visit will be at the earliest possible opportunity.
- 6.2.6 If an out of hours call is attended to and the repair works are not classed as an emergency then these works may be charged to the tenant in line with the rechargeable repairs policy.
- 6.2.7 Where works are ordinarily be classed as routine repairs and have been identified that they have minimal impact they may be grouped together as part of a planned programme within an estate/area. These may typically include paving related issues that do not present a Health and Safety risk and may be treated outside of the categories listed in 6.2.1.
- 6.2.8 The Council will typically provide privacy fencing comprising of two bays of fencing between neighbouring properties where the responsibility is the Council as identified within the deeds to the property. Where there is a demarcation of fencing needed between gardens then a low level typically post and wire fence will be installed to divide gardens and not to provide security and or privacy.

### **6.3 Appointments**

- 6.3.1 Where reports are received by telephone, a specific timed appointment will be arranged and agreed with the tenant during the call.
- 6.3.2 For repair requests reported by other means, the tenant will be contacted to arrange a convenient appointment.
- 6.3.3 If the tenant prefers an appointment at a later date, then this will be agreed, unless the repair is needed urgently to avoid further damage or on health and safety grounds.
- 6.3.4 In some instances, a pre inspection is required to understand or diagnose the issue, e.g., Damp/Mould related issues. In these cases, an appointment will be made for a council officer to inspect the issue.

- 6.3.5 If the tenant needs to rearrange an appointment, the tenant is expected to inform the Council at least 24hrs before the appointment.
- 6.3.6 The Council reserves the right to take appropriate action including recharge for failed appointments and enforce this in accordance with the Tenancy Agreement.
- 6.3.7 Council Officers should always have identification on them, Tenants are to ask for this prior to letting Council Officers into their home.
- 6.3.8 Tenants, Council Officers and Contractors employed by the Council are to treat each other with respect.

## **7.0 PLANNED AND CYCLICAL MAINTENANCE**

### **7.1 Major Planned Works**

- 7.1.1 The Council has developed a 30 year profile of expenditure for the maintenance and long term investment to meet the needs of its housing stock. Improvements identified form part of a rolling 5 year programme of investment identified from stock condition surveys.
- 7.1.2 Programmes may typically involve the replacement of items such as kitchens, bathrooms, boilers and electrical rewires. Programmes such as these will assist in minimising expenditure on responsive repairs and maintenance.

### **7.2 Cyclical Maintenance**

- 7.2.1 These maintenance works are carried out as routine preventative maintenance, typically against defined cyclical periods. Works typically include the servicing, inspection, and testing of a wide range of equipment including fire alarms, emergency lighting, gas and electrical installations.
- 7.2.2 The Council will develop an annual planned cyclical maintenance programme, to ensure that its homes are maintained in a good, safe condition.
- 7.2.3 The Council will contact affected residents, providing them with advance notice of the intended commencement of the work, where appropriate.
- 7.2.4 Leaseholders will receive the service they are entitled to and be recharged according to the terms of their lease agreement.
- 7.2.5 The Council will ensure that a range of cyclical works are carried out on a regular basis in accordance with all statutory requirements.

- communal areas within blocks of flats and sheltered schemes are regularly cleaned
- grounds maintenance takes place
- communal installations for example that lifts, and door entry systems are serviced
- all other cyclical maintenance in line with Tenant and Leaseholder Agreements
- heating and gas installations
- electrical installations
- fire detection systems
- cyclical painting programmes
- external surfaces of the property that require an applied finish to maintain its weather tightness.

7.2.6 Service charges will be made to Tenants and leaseholders for qualifying services in addition to the rent.

## **8.0 RIGHT TO REPAIR**

### **8.1 Objective**

8.1.1 The Council will comply with the Right to Repair regulations.

### **8.2 Qualifying repairs**

8.2.1 Qualifying repairs are detailed in the Right to Repairs Regulation. It includes certain defects that need urgent repair up to a value of £250.

8.2.2 Defects to be repaired within the **next working day**:

- total loss of electric power
- unsafe power or lighting socket, or electrical fitting total loss of water supply
- total or partial loss of gas
- supply blocked flue to open fire or boiler
- total or partial loss of space or water heating between 31st October and 1st May
- blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan
- toilet not flushing (where there is no other working toilet in the dwelling-house)

- leaking from water or heating pipe, tank or cistern insecure
- external window, door or lock

8.2.3. Defects to be repaired within the **next three working days**:

- partial loss of electric power partial loss of water supply
- total or partial loss of space or water heating between 30th April and 1st November
- blocked sink, bath or basin tap which cannot be turned
- loose or detached banister or handrail rotten timber flooring or stair tread

8.2.4. Defects to be repaired within the **next seven working days**:

- leaking roof
- door entry phone not working
- mechanical extractor fan in internal kitchen or bathroom not working

### 8.3 **Process**

8.3.1 The Council will offer an appointment service or send an external contractor.

8.3.2 A tenant that reports a qualifying repair will be informed of this and given a date by which the defect should be repaired.

8.3.3 An appointment will be offered within the prescribed target times.

8.3.4. The tenant will be informed they should contact the Council if a repair does not take place within the prescribed timescale.

8.3.5. Where the tenant informs us that the defect has not been repaired within the timescale, the Council will ensure the tenant is offered a second appointment, within the prescribed number of working days after the tenant reports the defect has not been repaired.

8.3.6. Where the qualifying repair has not been repaired for the second time, tenants are entitled to claim compensation of £10 plus £2 for every day up to a maximum of £50. This does not apply where the tenant could not provide access or if there are exceptional circumstances outside the control of the Council.

8.3.7. The Council will ensure that information about the Right to Repair Scheme is available to tenants on the Council's website.

## 9. **COMPLAINTS**

9.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section



should be read in accordance with the Housing Services Complaints and Enquiries Standard.

- 9.2 Complaints can be made in writing to:  
**Housing Services Review and Improvement**  
**Redditch Borough Council**  
**Town Hall**  
**Walter Stranz Square**  
**Redditch**  
**B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **10. PERFORMANCE & REPORTING**

- 10.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **11. EQUALITY**

- 11.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.