



# REPAIRS POLICY

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Jermaine Sterling  
Department: Operations

# REPAIRS POLICY

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# REPAIRS POLICY

## 1.0 Statement

This Policy sets out Radcliffe Housing Society Ltd (RHS) approach to repairs and maintenance, as we have a legal duty as a landlord to repair and maintain our properties. We are committed to providing safe homes which meet or exceed health and safety requirements. This includes delivering a high-quality responsive repairs service, which provides value for money.

- 1.1 This Policy covers all residents including tenants, leaseholders, and freeholders of our properties. If there is any variance between this Policy and the Tenancy Agreement / Lease, then the Tenancy Agreement / Lease will take precedence.

## 2.0 Aims & Objectives

The main aims of this Policy are to:

- Provide clear principles of our repairs service for our employees and customers, enabling RHS to provide a seamless, high quality and customer focused repairs service for all residents
- Set out our offer of a range of repair services to ensure our repairs service keeps you safe, secure and warm in your home
- Ensure we meet relevant legal and regulatory requirements, particularly the Homes Standard of the Regulatory Framework
- Meet contractual requirements set out in the Tenancy Agreement or Lease
- Meet our residents' expectations as set out in our service standards

## 3.0 Repair Standards

- 3.1 A repair, is work that is carried out to put right damage, defects or significant deterioration.

- 3.2 RHS will respond differently to the 3 categories of repair:

Type	Description	Timescale
<b>Emergency</b>	There is a need to avoid immediate danger to personal health or safety, or serious damage to the property.	<b>12 working hours</b>
<b>Urgent</b>	A landlord responsibility but does not present an immediate danger to personal health and safety, or a danger to the property	<b>7 working days</b>
<b>Routine</b>	General repairs which are a landlord responsibility	<b>28 working days</b>

- 3.3 An emergency repair is anything causing immediate risk to the health, safety, and security of any occupants and/or visitors to your home. Or causing immediate damage to a property's structure, fixtures and/or fittings. Typical emergency repairs include:

- Water leaks to a water pipe or riser on the landlord side of the stopcock
- Making safe immediately after a flood. e.g, checking electrics to ensure safety
- Dealing with the effect of severe storm damage on your home's structure (after the storm has passed)

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- Risk of falling masonry or structural collapse
- Total loss of your electricity supply (excluding those caused by a Utility Company)
- Unsafe electrical fittings (excluding resident owned appliances)
- Breaches of security to outside doors and windows (broken glazing will be boarded; replacing glazed units is your responsibility)
- A gas leak within our property
- Blocked mains drains, soil pipes or your only toilet is out of use
- Heating loss for elderly / vulnerable residents at all times
- Passenger lift breakdowns
- Personal mobility lift breakdowns, where we are responsible for repairs and servicing
- Insecure communal door access

Note: This is not an exhaustive list

3.4 Prioritisation of repairs will be based solely on the nature of the repair, although at the discretion of our staff these may be amended, based on an individual's circumstances. Residents will be advised of the priority and timescales when the repair is requested.

## 4.0 Repair Responsibilities

4.1 Repair obligations and responsibilities are outlined in the Tenancy Agreement, Lease and License agreements. Tenants are responsible for keeping their home in good order and informing RHS when issues arise, which may require a repair. There may be unique repair responsibilities a tenant may have outlined in their lease or tenancy agreement.

4.2 For tenants renting one of our properties, we have an obligation to keep the structure and outside of your home in a reasonable state of repair. You must not neglect or damage your home and you are responsible for keeping it well decorated. A non-exhaustive list of repair responsibilities can be found at Appendix I.

4.3 If we accidentally damage your home while carrying out a repair, you can apply for compensation. We'll handle this in line with our Compensation Policy.

4.4 We may recover costs from you to pay for repairs you're responsible for, or arising from:

- Deliberate, negligent, or careless acts by you, a member of your household, or any visitors to your home
- A failure to report a repair as soon as possible, which then goes on to cause further damage
- Failure to uphold the terms and conditions of your Tenancy Agreement or Lease
- Any improvements you've made to your home without our permission
- A resident has moved out of their property, and we had to clear their belongings or carry out repair works which are the tenant's responsibility.

\*If any of the above applies, you will be recharged in line with our Recharges Policy.

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## 5.0 Repair Types

### 5.1 Responsive Repairs

These are remedial works to broken, damaged or defective parts of the fabric of the building or the external area and include work to plumbing, electrical systems, heating, and lighting. Responsive repairs are not part of:

- Planned cyclical maintenance, e.g. gas servicing, lift maintenance, electrical testing or cyclical painting
- Planned MOT and programmed responsive repairs work e.g. external painting, guttering, extensive roof repairs, paving and fencing repairs etc
- Planned property improvements (such as new kitchens and bathrooms)
- Voids / empty property work
- Aids and Adaptation work
- Insurance and restoration work

5.2 A 'responsive repair' is day-to-day maintenance work carried out in response to a request from a resident. It is sometimes called a 'reactive repair'. A responsive repair addresses works to maintain your home or a component in it, until the next cycle of planned programmes. So, for example, it would be a repair to a kitchen drawer (responsive), rather than the replacement of a whole kitchen (planned).

### 5.3 Planned Maintenance

These requests include work which forms part of an investment programme (such as a new kitchen or bathroom) or planned works (such as MOT-work like cyclical decoration or guttering repairs). These works can include:

- Cyclical works
- Bathroom and kitchen replacement
- Replacements for gas and electric heating systems
- Lifts, guttering, paving etc

### 5.4 Communal Repairs

Where we are responsible for repairs to the communal areas and facilities that you have shared use of with your neighbours, we aim to complete these repairs as quickly as possible. Communal repairs include repairs to:

- Entrances, halls, stairways, passageways
- Lifts, rubbish chutes,
- Grounds, roadways, parking areas, paths, communal gardens

## 6.0 Reporting a Repair

6.1 You can report a repair by:

- Using MyTenancy / Online Account
- Phone or text

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- Webform “Repairs” on our website
- Email
- Letter
- Telling us when we visit your home or estate / scheme

6.2 We ask you to tell us as soon as you are aware of any repairs that need doing to your home or the communal areas for which we are responsible. If a member of staff is made aware of a repair, they’ll report it as soon as possible.

6.3 All repairs can be reported by telephone during office hours, Monday to Friday 9:30am to 5:00pm. Repairs can also be reported at any time by email, or through our website, using our webpage form.

6.4 For emergency repairs, we also operate an ‘out of hours’ service, allowing emergency repairs to be reported 24 hours a day.

## 7.0 Conditions

7.1 We do not employ repairs and maintenance contractors directly. We have a small number of contractors who are authorised to carry out repairs and maintenance for us and they arrange and manage repairs themselves. They will give you reasonable notice and make an appointment. They will not carry out repairs after working hours or on the weekend, unless it’s an emergency.

7.2 In order to assist our contractors to carry out repairs or to survey works, the resident is responsible for all personal belonging or fittings (eg laminate flooring or carpets, if owned by the residents), which would hinder works being carried out. We aren’t able to ‘make good’ if you’ve covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate, or other finishes. In circumstances where we won’t be able to make good, we’ll tell you before we start work.

7.3 When our contractors are working in your home, they will:

- Take due care with your possessions
- Be polite and treat you with respect
- Protect all surfaces near the work
- Clean up afterwards
- Leave your home secure and weather-tight, with the gas, electricity and plumbing all working at the end of each day, wherever possible

7.4 Some repairs may affect the decoration of your home. If this happens, we’ll ‘make good’ the area. Internal decoration including furnishings are residents’ responsibility. Care will be taken to minimise damage to decoration during repairs work. If you prefer to re-decorate yourself, we may offer you a voucher or payment contribution, which remains at our discretion and treated in line with our Compensation Policy.

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- 7.5 If you aren't at home when we attend the appointment, we'll try to reach you by phone. This includes our contractors and any approved sub-contractors. We'll try to reach you using alternative numbers on our records. We'll only contact a third party, if we have your permission to speak to someone other than you.
- 7.6 If we're unable to reach you, we'll leave a card asking you to contact us or the contractor / subcontractor. If we don't hear from you within seven days, we'll cancel the repair and you could be charged for a "call out" fee, in line with our Recharges Policy.
- 7.7 In an emergency, where there is a health and safety issue or there's likely to be considerable damage to yours or neighbouring property, we'll gain access to your home in line with the Law, and your tenancy agreement.
- 7.8 Where we consider it necessary for you to leave your home temporarily due to repairs:
- We'll provide suitable alternative temporary accommodation and in return, you'll leave your home for as long as is necessary, for us to carry out works
  - You'll leave the temporary accommodation and move back into your home, when the work is complete (on a date determined by us)
  - All actions are taken in line with our Decant Policy
- 8.0 Monitoring Quality**
- 8.1 We will routinely inspect / test a selection of all repairs at random, to monitor quality. This may include a home visit, a phone call or involve studying photos / videos taken. This is to ensure any works are maintained at a high standard and ensuring value for money for our residents and our contractors.
- 8.2 Residents will be encouraged to undertake surveys once work has been completed, so we can continually monitor customer satisfaction and deliver service improvements, where necessary.
- 9.0 Right to Repair**
- 9.1 If a tenant is dissatisfied with the service they have received in relation to a repair or where a repair has not been completed within our service standards, they can make a complaint in line with our Complaints Policy.
- 9.2 If you are an Assured tenant, you may have a contractual Right to Repair. You will need to check the terms of your tenancy agreement. Our residents may also be entitled to compensation if we have failed to complete repairs within our established guidelines. Our Compensation Policy sets out the criteria for this.
- 9.3 The right to repair gives you the right to compensation, and in some cases the right to carry out certain qualifying repairs which are our responsibility, where we have failed to carry out our obligations.

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## 10.0 Legislation & Regulation

10.1 We will repair and maintain homes in line with best practice and legislation. This includes (but is not limited to) the following:

- Tenancy Agreement or Lease
- The Regulatory Framework for Social Housing in England from April 2012, including meeting “The Decent Homes Standard”
- Section 11 Landlord & Resident Act 1985
- Housing Act 1985, 1988, 1996, 2004
- Defective Premises Act 1972
- Management of Health and Safety at Work Regulations 1999
- Environmental Protection Act 1990
- Building Regulations
- Building Safety Act 2022
- Fire Safety Act 2022
- Leasehold Property Repairs Act 1938
- Landlord and Tenant Act 1985
- Leasehold Reform, Housing and Urban Development Act 1993
- Electrical Equipment (Safety) Regulations 2020
- Gas Safety (Installations and Use) Regulations 1998
- Homes (Fitness for Human Habitation) Act 2018
- Equality Act 2010
- Modern Slavery Act 2015

## 11.0 Review

11.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.



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## 12.0 – Appendix I

### GENERAL

While you live in the home, you must:

- Set up your utility suppliers to arrange for water, gas and electricity in your home
- Tell your local authority Council Tax team that you've moved in
- Let our engineers into your home to carry out the annual gas safety check, and any other inspections we need to do
- Let our contractors into your home to complete repairs
- Tell us when we need to repair anything that is our responsibility
- Contact us before you make any improvements to your home and agree to any conditions we set
- Ensure you have the right amount of contents insurance to protect your household items in the event of a flood, fire or other emergency
- Consider giving a family member or friend a spare key

### CLEANING AND DECORATIONS

While you live in the home, you must:

- Look after your home by cleaning it regularly throughout and any grounds which are your responsibility
- Keep the inside of your home in good repair and any decorations in decent condition

### IN THE KITCHEN AND BATHROOM

While you live in the home, you must:

- Look after your kitchen and bathroom along with all the items provided
- Replace toilet seats if required
- Get our permission before carrying out improvements

### OTHER ROOMS IN YOUR HOME

While you live in the home, you must:

- Use all fixtures and fittings, such as doors and windows, appropriately and not damage them;
- Secure our permission before installing hard wood or laminate flooring
- Secure our permission before carrying out improvements including any adaptations

### THE EXTERIOR AND GARDEN

While you live in your home, you must:

- Keep the external areas of your home in a tidy and reasonable condition
- Maintain your garden and any trees, hedges or bushes planted.
- Remove and dispose of any garden rubbish regularly
- Ask for permission to install sheds, garages, or hard standing areas such as patios or decking

### INSURANCE

You're responsible for insuring the contents of your home and garden.

We're responsible for insuring the structure of your home (excluding any fixtures and fittings) and any shared areas, furniture and laundry equipment we are responsible for.

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## YOUR RESPONSIBILITIES

### THIS LIST IS PROVIDED AS AN INDICATION AND IS NOT EXHAUSTIVE

While you live in the home, you are responsible for:

- Accidental or malicious damage caused by you, your family or visitors in your home, or shared areas
- Adjustment of doors for carpets or other flooring
- Bleeding radiators
- Boiler controls and to ensure maintaining water pressure in your heating system
- Batteries in smoke / heat / carbon monoxide detectors or doorbells
- Bath panels
- Blockages to sinks, washbasins, baths and toilets, except tenants living in flats, where shared drainage is blocked
- Condensation / mould prevention
- Damage due to forced entry, including the emergency services
- Decorating – internally within your individual home
- Door numbers, nameplates, doorbells, chains, letter plates and letter boxes
- Door stops
- Draught proofing
- Floor coverings, unless we've provided and except those in communal areas
- Glazing – which is accidental breakage or damage caused by you
- Home improvements you have made yourself, including kitchens and bathrooms (prior permission must be granted by RHS)
- Individual appliances that you own
- Internal doors, handles, hinges including kitchen and bathroom cupboard doors, catches and hinges
- Keys for windows and door locks including replacement for damaged, lost, stolen keys, fobs and all associated lock changes (unless there is a mechanical failure with the lock mechanism)
- Light bulbs and fluorescent tube replacements, except communal lighting
- Minor fixtures including coat hooks, curtains and curtain rails
- Pest control within your own home, except communal areas
- Plastering repairs including minor patching and cracking to walls and ceilings
- Plugs and chains to sinks, baths and washbasins
- Resetting the trip switch on the fuse board
- Sheds
- Shower heads, hoses, rails and shower curtains
- Taking reasonable care of all specialist adaptation equipment
- Toilet seats and covers
- TV aerials and satellite dishes, except where there are shared communal aerial
- Washing lines, internally or externally including drying lines and posts, except communal areas

## LEASEHOLDERS

If you are a Leaseholder or Freeholder, you are responsible for all repairs inside your property.

- If you live in a flat, we will carry out repairs to the structure of your building and any communal areas and facilities that you have shared use of with your neighbours.
- If you live in a house, you are responsible for all the repairs to your home.

For information on any specific repair responsibilities, you should refer to your lease.

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## OUR RESPONSIBILITIES

We must keep the structure and outside of your home in a reasonable state of repair and in proper working order. This includes:

- Drains, gutters, outside pipes and the roof
- Outside walls, outside doors, windowsills, window catches, sash cords and window frames, including any painting and decorating needed outside
- Inside walls, floors, ceilings, doorframes, but not painting and decorating inside except the communal spaces inside a block
- Chimneys, chimney stacks and flues
- Front & rear paths, steps or other access points that are our responsibility
- Boundary walls and fences, but not those you share with neighbours.

We will also maintain any installations we have provided for supplying water, gas, or electricity, and for heating, hot water and sanitation. This includes:

- Basins, sinks, baths, toilets, flushing systems and waste pipes, but not plugs, chains or toilet seats
- Electric wiring, including sockets and switches
- Central-heating systems, gas and water pipes, water heaters, showers and storage heaters, ventilation fans & ducts, fireplaces and fires we have fitted.

We will take reasonable care to keep shared entrances, hallways, stairways, lifts, passageways, rubbish chutes and other shared areas which are our responsibility, in reasonable repair.

## OUR REPAIR STANDARDS

As part of our Responsive Repairs service, we'll:

- Ensure our contractors confirm an appointment with you for as soon as possible, and, where possible, at a time that suits you
- Aim to complete the repair in one visit
- If it's an emergency, we'll visit to make things safe within 12 working hours
- Carry out a gas safety check to your home every year
- Give you a decision within 20 working days when you ask for permission to improve your home
- Publish our residents satisfaction with our repair service