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Repairs Policy

Title	Repairs Policy
Date Created	March 2021
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Approver	Board of Management
Applies to	CDS general needs social tenants, shared owners and leaseholders

1. Scope

- 2.1 This policy has been set out to cover all responsive repairs and planned works, including cyclical and major repairs, carried out by contractors acting on our instruction on properties owned and managed by CDS.
- 2.2 For the purpose of this policy, unless specifically mentioned otherwise, the term “resident” covers leaseholders, which includes shared owners.
- 2.3 If there is any discrepancy between this policy and individual leases or tenancy agreements, the lease or tenancy agreement will take precedence.

2. Objectives

- 2.1 This policy aims to ensure we:
 - Clearly lay out the principles of our repairs service, enabling us to provide quality and customer-focused responsive repairs for our residents.
 - Maintain our properties so they are in good condition.
 - Safeguard the future of our properties to ensure we can provide affordable housing for years to come.
 - Comply with statutory and regulatory requirements of a social landlord.
 - Provide safe homes and communities for our residents.

3. Definitions

- 3.1 **Responsive Repair** – (AKA a repair) Work that is carried out to put right damage, a fault or deterioration that results in an object or component of a home or estate no longer functioning as intended.
- 3.2 **Emergency Repair** – Work required because damage, a fault or deterioration has put the health, safety or security of a resident or third party at immediate risk or caused serious harm to the structure of the property.

- 3.3 **Urgent Repair** – Work required because damage, a fault or deterioration has seriously affected the comfort or ability of a resident to use their home, but which are not an immediate threat to safety and are not causing immediate and serious damage.
- 3.4 **Routine Repair** – Repairs of a non-serious nature that do not require immediate attention. Most repairs should fit into this category.
- 3.5 **Planned Maintenance (including cyclical and major works)**– Work that is planned and carried out as part of a programme of maintenance or repairs in order to help maintain the property in good order. It includes items like external painting, electrical testing and kitchen replacements.

4. Timescale for repairs

- 4.1 The following target completion times represent the maximum length of time it should take for responsive repairs to be completed:
- Emergency repairs – 24 hours
 - Urgent repairs – 7 days
 - Routine repairs – 28 days
- 4.2 Emergency repairs will be made safe within 24 hours. This could mean turning off the boiler and providing electric heaters or removing broken glass from a window and boarding it up. If possible, we will complete the repair at the same time. If this is not possible, a routine or urgent job will then be raised to complete the repair (e.g. fixing the boiler, replacing the glass in the window, etc).
- 4.3 We will give a higher priority to repairs for residents who notify us of occupants with acute physical or mental health vulnerabilities that are adversely affected by the outstanding repair.
- 4.4 Appendix 1 provides examples of repairs along with their typical priority designation.

5. Repair responsibilities

- 5.1 There are a variety of repairs for which the resident is responsible. These responsibilities vary depending on whether the resident is a tenant or a leaseholder.
- 5.2 Appendix 2 outlines repair responsibilities but does not supersede any unique repair responsibilities a resident may have outlined in their lease or tenancy agreement.
- 5.3 Residents must meet their obligations as described in their tenancy agreement or lease, including:
- Prompt reporting of any required repair, including damage to the home or communal parts.
 - Providing access to the landlord’s contractors to carry out repairs and maintenance works and inspections, as required.
 - Taking reasonable care of the home and estate.
- 5.4 The resident is responsible for repairing damage resulting from vandalism caused by other people, unless the resident has reported the vandalism to the police and to CDS as soon as it is discovered. CDS will only consider carrying out repairs arising from vandalism or third-party damage if the resident has provided a valid crime reference number from the police.

- 5.5 Residents are responsible for insuring the contents of the property or the personal possessions of a household against loss by fire, flood, theft, accident or other household risk. CDS will not typically carry out repairs or compensate for damage that should otherwise be covered by contents insurance, whether or not the resident has such coverage.
- 5.6 By law, in every tenancy agreement it will state that you must give access for repair work: your landlord or their agent has the right to access your home as long as they give you at least twenty-four hours' notice.
- 5.7 You are responsible for using your home in a "tenant-like" way, which generally means:
- Carrying out minor repairs yourself i.e. changing fuses and light bulbs
 - Keeping your home reasonably clean
 - Not causing damage to the property – including visitors
 - Using any fixtures and fittings properly, for example, not blocking a toilet by flushing something unsuitable down it

6. Reporting a repair

- 6.1 It is the resident's responsibility to report any repair for which we are responsible promptly.
- 6.2 When you report a repair, we will let you whether it is our responsibility and the target completion time for the repair based on its priority.
- 6.3 Non-emergency repairs can be reported online by filling out a short form on our website, www.cds.coop. Repairs can also be reported by telephone, email, in writing or face-to-face with one of our staff.
- 6.4 Emergency repairs should be reported to us by telephone so we can take immediate action. We operate a 24/7 out of hours emergency repairs service, which can be accessed by calling the main CDS phone number: 03333 21 30 30.

7. Carrying out a repair

- 7.1 We will give you reasonable notice if we need to enter your home to inspect it or to carry out work to your property or that of a neighbour.
- 7.2 We give our contractors contact information we have on file for residents when a repair or inspection is required. In most cases, it is our contractors who are responsible for contacting residents and scheduling appointments.
- 7.3 Residents are responsible for removing, and putting back after works are complete, all personal belongings or fittings (e.g. laminate flooring or carpets if owned by resident and wardrobes, curtains or other belongings) which would get in the way or hinder works being carried out.
- 7.4 CDS requires our contractors to behave professionally whilst in a resident's home or doing work on behalf of CDS. This includes being courteous for our residents and their belongings and leaving job sites safe, tidy and secure.

8. Rechargeable repairs

- 8.1 In certain cases where CDS carries out a repair outside of our statutory or regulatory repair responsibilities as a landlord, we may seek to recover the cost of that repair from the responsible resident. This applies to both current residents and those that are relinquishing their tenancy and moving out. Examples of rechargeable repairs include:
- Work caused as a result of neglect, wilful damage or misuse (including accidental damage) by an occupant or their visitors
 - Work required between tenancies to correct any neglect, wilful damage, misuse (including accidental damage) and unauthorised alterations to the property during the last tenancy, as well as for the cost of removing items left in the property and storing them, if required.
 - Work resulting from a claim of a criminal act like vandalism but the resident does not produce a verifiable crime reference number.
- 8.2 CDS will take action to remedy the danger or breach caused by any resident alterations that are dangerous or breach statutory regulations. We will recharge the resident for the associated costs.
- 8.3 CDS will pursue payment, which in cases above a certain amount will involve legal action.
- 8.4 If a resident is unable to arrange for works that are their responsibility, CDS may agree with the resident to carry out the works at the resident's expense, subject to manager's authorisation. Typically, the cost of the repairs should be paid in advance of the work being done, except in the case of an emergency where delaying works would put people or property at serious risk, in which case payment can be made after the repair is completed.

9. Condensation and Mould

- 9.1 The effects of condensation and mould can be a challenge, particularly during the winter months.
- 9.2 In most cases, condensation and mould needs to be managed by the customer through the effective use of heating and ventilation systems. We provide residents with information regarding condensation and mould in the following ways:
- When a resident reports a problem with condensation and mould to us, we will give them advice over the phone.
 - There is more detailed information on our website about managing condensation and mould and how to prevent it
 - If a resident is unable to reduce the problem after following our advice, we will visit the property to determine the cause and advise/take action accordingly.
- 9.3 Where we carry out works to reduce condensation and mould, we may also apply a mould wash to remove existing mould. It is the resident's responsibility to redecorate affected areas.

10. Complaints

- 10.1 Any dissatisfaction related to our repairs service or one of our contractors will be handled in line with our Complaints Policy.

11. Planned Maintenance

- 11.1 We carry out repairs and improvements such as painting doors and replacing kitchens according to a planned programme of works to ensure properties are well maintained over a long period.

- 11.2 We plan programmes of maintenance or component replacements primarily based on age and condition. We also take the following into account:

- CDS Asset Management Strategy
- Stock Condition Survey data
- Feedback from residents and staff
- Financial resources available to CDS
- Changes to building regulations, safety requirements, etc.
- Industry expectations for component lifecycles

- 11.3 We expect key property components to last for the following number of years:

Component	Assumed Life – years
Kitchen	20
Bathroom	25
Boiler	15
Windows	30
Doors	30
Roof (tiled)	60
Electrics	25

- 11.4 If individual property components deteriorate beyond repair, they will be replaced “at-fail”, rather than waiting for a planned replacement programme.

- 11.5 Cyclical maintenance including servicing/testing such as annual gas safety checks, fire equipment, communal water hygiene, lift servicing and more.

12. Quality Assurance

- 12.1 We believe our residents have a keen understanding of whether a job is completed and, in most cases, if the quality of the workmanship was sufficient. To monitor job quality, ensure repairs are complete and that residents are satisfied, before we approve payment for a repair, we attempt to contact residents at least once after all non-emergency jobs are reported complete in order to carry out a brief survey about the work and to ensure the resident is satisfied.

- 12.2 CDS aims to carry out a small proportion of post inspections on responsive repairs in order to ensure they have been carried out to an acceptable standard and to monitor value for money. The number of post inspections will be based on the existence and capacity of qualified CDS staff.

- 12.3 Where we have no staff capable of effectively carrying out responsive repairs post-inspections, we will consider hiring a third-party surveyor or similar to do this work.

13. Equality and diversity

- 13.1 To meet the needs of our diverse residents, repairs can be reported to us in multiple ways, including by post, email, phone, text, through our website or via an advocate.
- 13.2 We will endeavour to meet the needs of vulnerable residents if they require additional support at any time during the lifecycle of a repair.
- 13.3 We recognise that residents who are vulnerable or have special needs may require special considerations and we are committed to being sensitive to and meeting those needs. This may include arranging repairs for issues that are not normally landlord responsibility (e.g. changing lightbulbs), carrying out repairs more urgently than normal (e.g. prioritising a heating repair for an older resident with severe arthritis) or making other reasonable adjustments to meet the needs of vulnerable residents and those with disabilities.
- 13.4 We will work with our contractors to ensure they make all reasonable efforts offer appointments at a time that suit all tenants' needs and will take account of the needs of vulnerable residents, in particular.

14. Monitoring and compliance

- 14.1 Information relevant to repairs are logged and maintained securely on our housing management system.
- 14.2 Performance is reviewed by the Senior Management Team monthly.
- 14.3 The CDS Board of Management receives a dashboard of monthly Key Performance Indicators at each meeting, which includes multiple performance metrics related to repairs.
- 14.4 Residents are contacted after the completion of non-emergency repairs to determine their satisfaction. These results and our other KPIs are subject to detailed scrutiny quarterly by the Services Committee of the Board.
- 14.5 We will monitor the implementation of this policy through analysis of customer feedback and regular case reviews by the Housing Services Manager with the relevant Housing Officer.
- 14.6 The responsive repairs service will be subject to periodic internal audits to ensure compliance with policy and procedures.

15. Confidentiality

- 15.1 CDS will collect and process data in line with our current Data Protection Policy.
- 15.2 Personal information will be shared with repairs contractors without the explicit consent of the person concerned.

16. Legislation and Regulation

This policy meets the legal requirements set out in the following Acts and complies with the Regulatory Framework and guidance from The Regulator of Social Housing.

- Section 11 of the Landlord and Tenant Act 1985 – describes the obligation of landlords to carry out basic repairs, including requiring the maintenance of the structure and exterior of properties owned by CDS, as well as installations in the property for the supply of water, gas, electricity and sanitation
- Section 20 of the Landlord and Tenant Act 1985, as amended by the commonhold and Leasehold Reform Act 2002 – requires CDS to consult with leaseholders prior to undertaking Qualifying works or entering into Qualifying Long-Term Agreements in order to recover such costs
- A decent home: the definition and guidance for implementation – June 2006 update – provides a detailed definition of the Decent Homes Standard

17. Associated policies and procedures

The following procedures are associated with this policy:

- BEACON REPAIRS – Taking calls and raising New Requests
- BEACON REPAIRS – Raising a Works Order
- BEACON REPAIRS – Jobs with no appointment & overdue jobs
- BEACON REPAIRS – Variations, Quotes & Follow-on Work
- BEACON REPAIRS – Completion, Closure & Surveys
- BEACON REPAIRS – No access
- BEACON REPAIRS – Manually recalculating repairs costs
- BEACON REPAIRS – Finding and using correct contact information
- Repairs Guidance – CDS Team – CDS & Client NO CODES – Oct 19

The policy is supported by:

- Tenant Handbook
- Complaints policy
- Data protection policy
- Health and Safety policy
- Homes Standard of the Regulatory Framework for social housing in England (from April 2012)
- CDS Tenancy Agreements and Leases
- Asset Management Strategy

Version control

Date	Amendment	Version control

Appendix 1 - Repairs Priorities and Timescales for Completion

Emergency works – make safe within 24 hours

Emergency repairs are works that are required because damage, a fault or deterioration has put the health, safety or security of a resident or third party at immediate risk or caused serious harm to the structure of the property, including:

- Dangerous structures such as falling ceilings and brickwork
- Total loss of heating and hot water during cold months if there is no immersion heater as backup
- Total loss of electricity
- Electrical failure resulting in your home becoming a danger to you or others
- Burst pipes or uncontrollable leaks that severely impact possessions or the property structure
- Gas leaks and fumes from flues which are a danger to your health or safety. You must phone Transco on 0800 111 999 immediately if you think you smell gas.
- Fire alarm system requiring resetting
- Collapsed ceiling
- Blockages and backing up of drains, toilets, sinks basins and baths if it is the only one in your home and it cannot be used at all. We may charge you the cost of the repair if you are responsible for the blockage
- Boarding up and securing of empty premises, where there is a real security risk
- Fencing off of external works for safety (e.g. to cordon off a trip hazard)
- Front door and level access windows where necessary to ensure the security of the premises
- A locksmith when you are locked out of your home. We will charge you for this if it is your fault.
- Responding to and make safe, as request, incidents related to racial harassment
- Anything that cannot wait until the next working day

Urgent works – completion within 5 working days

Urgent repairs are works required because damage, a fault or deterioration has seriously affected the comfort or ability of a resident to use their home, but which are not an immediate threat to safety and are not causing immediate and serious damage, including:

- Moderate roof repairs
- Staircase lighting
- Any general repairs resulting from electrical faults
- Front entrance doors/locks where not due to tenant damage/negligence
- Moderate plumbing repairs
- Internal glazing repairs where security or danger is involved
- Repairs to steps, risers, stair railings and handrails

Routine repairs – completion within 28 days

Non-serious repairs that do not require immediate attention. Most repairs fit into this category.

- General carpentry, e.g. repairing or replacing kitchen units
- Internal floor screeds
- Replacement of sanitary-ware, unless the problem poses a health hazard
- Fence/gate repairs
- Brickwork and paving

Appendix 2 - Repairs Responsibilities

FOR TENANTS:

Repair Type	Responsibility
Baths	Landlord
Boundary walls	Landlord
Brickwork	Landlord
Carpentry	Landlord
Central heating	Landlord
Chains and plugs	Tenant
Chimney cleaning	Tenant
Chimneys and flue	Landlord
Communal areas	Landlord
Condensation	Tenant (unless caused by building defect)
Cooker switch or socket	Landlord
Curtains	Tenant
Damage (due to break-in)	Landlord (only if crime reference number given)
Decoration (external)	Landlord
Decoration (internal)	Tenant
Domestic appliances	Tenant
Door entry systems	Landlord
Door furniture	Tenant
Doors (external)	Landlord
Doors (internal)	Landlord
Draught excluders	Tenant
Electrical Meters	Tenant
Fences	Landlord
Fixtures and fittings (tenant fitted)	Tenant
Floor boards	Landlord
Front door lock	Landlord (tenant responsible for lost keys)
Garages	Landlord
Gardening and trees	Tenant responsible for plants/trees on their property
Gas servicing	Landlord
Glazing (if crime ref. no. provided)	Landlord
Guttering	Landlord
Hand basins	Landlord
Hot water heaters	Landlord
Immersion heaters	Landlord
Keys (lost)	Tenant
Kitchen worktops	Tenant
Kitchens	Landlord (not tenant fixings or tenant damage)
Lifts	Landlord
Light fittings	Landlord (only those fitted by landlord)
Like for like replacements	Landlord if available & cost-effective, standard fitting if not
Mechanical smoke ventilators	Landlord
Mould	Tenant (unless it is caused by building defect)
Outbuildings	Landlord may remove or gift to resident
Paths and patios	Landlord (paths to main entrances to property only)
Penetrating damp	Landlord

Pest control	Varies depending on type of pest. Tenant for pests caused by lifestyle, landlord for pests caused by property defect
Plastering	Landlord only if major crack (thicker than £1 coin)
Plumbing repairs/leaks (landlord fittings)	Landlord
Rising damp	Landlord
Roofs	Landlord
Sanitary-ware and fittings	Landlord
Shower (landlord fittings)	Landlord
Shower hose and head	Tenant
Sink units	Landlord
Skirting boards	Landlord
Smoke detectors (battery operated)	Tenant
Smoke detectors (hard wired)	Landlord
Stairs	Landlord
Telephone points	Tenant
Toilet seats	Tenant
TV aerials/sockets serving 1 property	Landlord
Vandalism	Tenant if caused by tenant or tenant's visitor
Washing lines/posts	Landlord for estate/communal, tenant for individual ones
Washing machine connection	Tenant
Waste blockages	Landlord – main stack only or after 2 attempts
Window frames and sills	Landlord
Window handles, fasteners, locks	Landlord

FOR LEASEHOLDERS/SHARED OWNERS:

Repair Type	Responsibility
Bathroom fixtures	Landlord
Boilers/gas	Homeowner
Communal entrance doors	Landlord
Decorations (external)	Landlord
Decorations (internal)	Homeowner
Exterior walls and foundations	Landlord
External communal areas	Landlord
Fixtures, fitting and appliances	Homeowner
Floorboards and floor tiles	Homeowner
Front door/external door	Depends on individual lease
Glazing (individual property)	Homeowner
Glazing (communal)	Landlord
Heating fixtures and systems (individual)	Homeowner
Installations	Homeowner
Internal non-structural walls	Homeowner
Lifts	Landlord
Plumbing, leaks or burst pipes	Homeowner unless the pipe serves more than one property
Rainwater and soil pipes	Landlord
Roofs	Landlord
Sewers and drains	Landlord
Supply pipes to flat	Landlord
Window frames	Depends on individual lease