



## **Responsive Repairs Policy**

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## Responsive Repairs Policy

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### 1. Introduction

- 1.1 This policy applies to the general needs, housing and all communal areas of stock owned by Lyng Community Association.
- 1.2 This policy only covers responsive repairs. Gas servicing, cyclical, empty homes and planned maintenance are covered in separate policies.
- 1.3 The aim of this policy is to set out our service priorities, the framework within which decisions regarding repairs are made and the principles on which future service developments and improvements can be designed and implemented.
- 1.4 Our commitment to responsive repairs is set out in the Tenant's Handbook. It is also available on our web site, at our office, and on request.

### 2. Policy Statement

- 2.1. Our aim is to provide a service that performs to standards agreed with our customers, is responsive to their needs, achieves high levels of satisfaction, delivers value for money and operates at an affordable cost.
- 2.2. Delivering an effective service implies a degree of partnership between customers and landlord. Customers have an obligation within their tenancy agreement to report essential repairs to their landlord.
- 2.3. The LCA is committed to providing all its customers with a good service which complies in all respects with the law and current regulation. If however, we believe a customer to be abusing this service we may refuse to carry out future repairs to their home, other than emergency works, until certain assurances have been received from the tenant.

#### **What is a responsive repair?**

- 2.4. Responsive repairs are usually unpredictable, minor in nature and can often be completed on a first visit. These repairs will be categorised, given a priority and a target response timescale. Replacement of components (for example doors and kitchens) will not usually be considered a responsive repair and will fall into the category of planned works.

#### **Who can report a responsive repair and how?**

- 2.5. Customers may report repairs themselves, or a representative of the customer can act on their behalf in reporting a repair and arranging access. A representative includes but is not limited to a family member, friend or neighbour.
- 2.6. We consider reports of repairs required to communal areas from any source and determine what action should be taken.
- 2.7. We will ensure that our property does not cause a danger to neighbours, members of the public or trespassers, and we will take reasonable steps to prevent accidents from occurring.

### **Rights and Responsibilities - Our repairing obligations**

- 2.8. We are legally obliged to keep our properties in a decent state of repair. The key legislation on this is as follows:

***Landlord and tenant Act 1985.*** This Act gives landlords an absolute obligation to carry out basic repairs, including the structure and exterior of the property and installations for the supply of water, gas and electricity, and for the sanitation and space heating and heating water.

***Defective Premises act 1972.*** Section 4 of this Act places a duty on the landlord to take reasonable care to ensure that anyone who might be expected to be affected by defects in the property is reasonably safe from injury or damage to their property.

***Environmental Protection Act 1990.*** This Act makes provision for the control of premises whose conditions are considered to be prejudicial to health or a nuisance. This legislation means we are liable for damages and compensation to tenants and their families who suffer as a result of failure to maintain their properties.

- 2.9. Our repairing obligations to our customers are described in more detail in your tenancy agreement which sets out the contractual obligations of both landlord and tenant. With regards to the responsive repairs service, these may be summarised as follows:
- 2.10. The type of repairs that we will carry out for customers include repairs to:
  - heating and hot water
  - electrical wiring, sockets and light fittings
  - plumbing
  - roofs, outside walls, windows and doors
  - drains and gutters
  - inside walls, floors ceilings and doors
  - kitchen units

- baths, basins and toilets (not blockages due to misuse)
- internal and external common areas.

### Tenants Responsibilities

- 2.11. Tenants are responsible for works such as those listed below including other 'little jobs' required to use the property in a 'tenant like' manner:
- Internal decoration
  - Replacing light bulbs
  - Inside door handles and latches
  - Replacing keys and locks to front and back doors
  - Smoke alarms (replacing batteries)
  - Clearing blockages to sinks and basins
  - TV aerials unless it is a shared aerial we have provided
  - Phone lines, satellite and cable TV, and broadband connections
  - Doorbell and chain (unless fitted by LCA or if it is a door entry system).
  - Garden sheds (unless provided by LCA).
- 2.12 Where we undertake works for which customers are responsible we will normally charge in advance or depending on the circumstances, re-charge for the work. Our approach in these cases is set out in our Rechargeable Works Policy.
- 2.13 Where customers request a repair to be carried out to their central heating system and it transpires that this system was not defective the LCA reserves the right to make a charge. Customers are expected to familiarise themselves with the operation of the system installed at their home. Advice is available if needed.
- 2.14 In special circumstances we may have agreed with a customer that we will make a 'gift' of improvements or items left by a previous tenant, which we would not normally supply or maintain. In these circumstances it will be the new customer's responsibility to maintain the item. Should it require replacement and be a fitting for which the landlord would normally be responsible, we will replace with our standard fitting or item, not that previously 'gifted'.
- 2.15 If required we would normally ask the tenant to lift any fitted carpets, laminate flooring or similar floor coverings required to undertake works and will advise customers of this in advance where we can reasonably foresee that it might be necessary to complete the repair. The resident would then be responsible for refitting it and any costs incurred.
- 2.16 For our vulnerable tenants and at the discretion of the Association and subject to signing a disclaimer we would lift and refit floor coverings. In special

circumstances we would also apply this policy to furniture and similar items. The disclaimer will make clear that should damage occur to the flooring or other item whilst lifting or refitting Lyng Community Association will not accept any liability.

### Communal Areas

2.16 Lyng Community Association is responsible for repairs that are necessary to any communal areas such as:

- Stairs
- Fire Alarm Systems and emergency lighting
- Landings
- Door entry systems and security gates
- Communal lighting
- Communal drains
- Communal windows
- External areas such as bin storage areas, fencing and walls, paving, gardens etc.

2.17 Where tenants or their family, friends or visitors are found to have caused damage, blockages to W.C's, sinks or drains or other reasons for a repair being necessary we will normally recharge them in line with our Rechargeable Works Policy.

2.18 We will regularly inspect communal areas and the external areas of the Lyng estate. Any repairs identified will be recorded, completed and the outcome reported.

## 3. How We Deliver The Service

### General Principles

3.1 Lyng Community Association will provide a repairs service which meets our contractual and statutory obligations which achieves standards agreed with tenants and which offers value for money. In doing so we will:

- Make an appointment at the time the repair is reported for all internal non – urgent works and pre – inspections.
- Minimize inconvenience to tenants by coordinating multiple responsive repairs to be completed at the same time on the first visit where practicably possible.

- Aim to deliver repairs which are right first time, by which we mean that no further visits or recalls are necessary, there is no negative feedback from the customer, and that the same repair is not reported in the following 6 months.
- Complete all repairs within the agreed timescales.
- Use materials which meet industry standards, are fit for purpose, long lasting, offer value for money and where appropriate are of the same specification as the materials used in planned works or improvement schemes.
- Closely monitor the effectiveness of the operatives working in our properties and provide a quality assurance scheme to monitor and report on the quality of workmanship, materials, fixtures and fittings in accordance with the agreed specification.
- Measure and report the satisfaction of our customers with the service that we provide.

#### **4. Pre Works Inspections**

- 4.1 Any reported repairs which are not capable of being clearly diagnosed from the details initially supplied will be referred for further investigation. These repairs will require pre- inspections and an appointment will be offered for this.
- 4.2 Most repairs will be undertaken by the in house maintenance team of our managing agents. At times of peak demand and in cases where some specialist works are required we may use other contractors.
- 4.3 When a repair is reported, we will tell our customers by when they should expect the repair to be completed according to our priority system.
- 4.4 The types of repair are split into 3 broad categories (depending upon the urgency of the work). Each has a maximum target time limit to make safe or complete the job depending on the circumstances.

#### **4.5 Emergency**

Emergency repairs are mainly those that have potentially serious effects on tenants or members of the public or damage to the property. Emergency repairs include, but are not limited to:

- Gas leaks,
- Water leaks that cannot be contained,
- Total loss of electricity or water supply,
- Fire damage and flooding,
- Major structural damage,
- Serious blockages to foul water drains (or a blocked toilet if it is the only one in the property),

- A complete loss of heating in the winter where no temporary heating is available and a customer is vulnerable to loss of heating due to infirmity (emergency action may include the provision of temporary heating).

4.6 Our commitment to our tenants is that for this category of repair they will not have to wait more than 6 hours for an operative to come to their home and make it safe. However in the majority of cases we will have to return at a later date to complete the work. We will make a mutually convenient appointment with the customers to do this.

### 4.7 Urgent Repairs

Urgent repairs are those which, if left unresolved for more than a short period, could seriously affect the comfort of the resident or may cause damage to the home. This includes but is not limited to:

- Loss of lighting to communal areas,
- Loss of water or space heating in the heating season (temporary action may include the provision of temporary heating),
- Loose or detached handrail, banister or similar item,
- Insecure external doors or windows,
- Serious water leaks,
- Offensive or discriminatory graffiti.

4.8 Our commitment to our customers is that for this category of repair we will complete the repair, if possible, or find a solution (which may be temporary) to the problem within 5 days.

### 4.9 Routine Repairs

Routine repairs are those which Lyng Community Association is obliged to undertake as a consequence of our statutory or contractual obligations but which are not urgent and do not pose an immediate risk to health and safety. These include but are not limited to:

- Repairs to outside walls,
- Repairing individual kitchen units,
- Repairing door and window furniture (if there is no safety or security risk),
- Repairs to plasterwork,
- Replacing damaged wall and floor tiles,
- Minor plumbing work and replacing taps,
- Repairing and clearing guttering and down pipes,
- Minor roof repairs.

4.10 Our commitment to our tenants is that they will not have to wait more than 28 calendar days for completion of this type of repair. However, the Association will

always endeavor to carry out the repair as promptly as possible and at a time and date which is mutually convenient and agreed in advance with the customer.

### 4.11 Vulnerable People

In the context of this policy, vulnerability is defined as:

'An individual or household needing support to enable them to live independently or a tenant or a member of their household who is vulnerable due to age or serious long term illness.'

4.12 Lyng Community Association recognizes that our customers include individuals and groups who are vulnerable and need extra consideration and support in the delivery of services.

4.13 We will always consider increasing the priority of repairs for frail, elderly or disabled tenants, particularly for faults like broken heating systems where the tenants' health may quickly be affected if the system is out of action.

4.14 Being considered as part of a vulnerable group does not automatically give a tenant the right to a higher priority being given to the repair request. Each case will be dealt with on its own merits.

## 5. Insurance Claims

5.1 Claims for damage to tenants or other third party possessions will only be considered where Lyng Community Association could have reasonably foreseen the need for repair and failed to take action or where there is a clear legal liability. In other circumstances it is the responsibility of the tenant to make a claim under their home contents insurance. For this and other reasons we will encourage all tenants to obtain home contents insurance. Our managing agents can offer advice on this.

## 6. Recharges

6.1 Where a tenant is responsible for damage or disrepair to their property and our property is at risk of further damage as a consequence, we may carry out the repair works and recharge it to the tenant in accordance with our Rechargeable Works Policy. Similarly if the tenant or a member of their household is at risk we may elect to carry out the repair and subsequently recharge. In the majority of cases, however, we expect tenants to make their own arrangements to have repairs for which they are responsible carried out. In certain circumstances the Association may be prepared to carry out the works but payment will be required in advance.

6.2 In certain circumstances, where third parties are responsible for damage to a property the Association may carry out the repairs at our expense. But, in general, we will consider re-glazing following third party damage to be the



responsibility of the tenant of the damaged property. However where a crime has been reported to the police and a crime reference number can be provided Lyng Community Association will carry out the work.

- 6.3 Rechargeable repairs are described in more detail in our Rechargeable Works Policy.

### **7. Missed Appointments**

- 7.1 Missed appointments can cost time and money for both the tenant involved and Lyng community Association and we will take all reasonable steps to minimize missed appointments and to keep tenants informed throughout the repairs process to assist this.
- 7.2 Appointments missed by Lyng Community Association or contractors working on our behalf will be monitored and reported as part of our performance monitoring process. It is not our policy to compensate for broken appointments.
- 7.3 When tenants do not keep appointments, the first one will be rearranged. Where a tenant misses two appointments the repair request will be cancelled unless it involves health and safety issues, in which case Lyng Community Association will regard it as a case of refused access for an essential repair.

### **8. Access**

- 8.1 Where customers refuse access for essential repairs we will use appropriate legal methods to ensure the completion of all necessary work.

### **9. Pests**

- 9.1 In general, it is the tenant's responsibility to deal with pests or vermin in their own home, unless the infestation has clearly spread from a communal area.
- 9.2 When tenants report pest problems to us we will recommend appropriate action to them. If they request us to we can arrange for contractors to carry out the work at their expense.

### **10. Complaints**

- 10.1 Tenants may be dissatisfied with the repairs service they have received. The matter will be dealt with in accordance with Lyng Community Associations Complaints Policy. They may also be eligible for compensation under Right to Repair or a claim of disrepair.

#### **Right to Repair**

- 10.2 The Right to Repair Scheme gives a customer the right to request another contractor and to claim compensation if Lyng Community Association fails to carry out certain small urgent ('Qualifying') repairs valued at less than £250 within prescribed time limits.
- 10.3 Qualifying repairs under the Right to Repair Scheme 1994 will be carried out within the timescales prescribed within the regulations. Should these timescales not be met, Lyng Community Association will be liable to pay compensation to the tenant at the prescribed rate (current level of £10 plus £2 per day) for every full or part day that the repair remains outstanding, after the end of the second prescribed period to a maximum of £50.
- 10.4 The Right to Repair Scheme involving compensation only applies if works are not carried out within the timescales specified and the following qualification criteria are met:
- The repair must be an emergency or urgent repair that affects the customer's health, safety or security,
  - Lyng Community Association must be responsible for the repair,
  - The repair must cost less than £250.
- 10.5 If when reported the repair is not carried out within the initial timescale the tenant can request that another contractor carries out the works. If the works are then not completed within the second specified period the tenant may request compensation.
- 10.6 Lyng Community Association will only meet claims for compensation where tenants have followed the appropriate repairs reporting and notification procedure.
- 10.7 There is no compensation payable for Right to Repair if:
- The repair was as a result of damage caused by the tenant,
  - The tenant had not informed Lyng Community Association that the repair was needed,
  - The tenant did not allow access to complete the repair or missed the appointment,
  - Access could not be gained for health and safety reasons.

## 11. Major Repairs

- 11.1 There may be some situations where works identified as a result of a responsive repair request are extensive and it is not appropriate to undertake the complete works as an unplanned responsive repair.
- 11.2 Where such repairs are due to be covered by an imminent cyclical or planned maintenance programme, the tenant will be informed of this and the repair postponed until that date.

11.13 However where repairs are considered urgent because they pose a significant risk to occupants, or where vulnerable tenants are involved, it may be necessary to consider bringing the works forward. This decision will be taken by the General Manager.

### **12. Health and Safety**

12.1 We will ensure that all works are undertaken in a manner that complies with health and safety legislation, relevant guidance and good practice in the interests of our tenants, operatives and contractors.

#### **Tenants who may pose a risk to employees or contractors**

12.2 Lyng Community Association keeps a record of customers who have a history of being aggressive or abusive towards our staff or other tenants. In such cases we will take whatever steps we feel are necessary to mitigate the risks to our staff and others.

### **13. Reporting repairs and Service Standards**

13.1 We will treat tenants and their homes with courtesy and respect at all times.

13.2 We will aim to only use employees and contractors who take pride in their work and are suitably qualified and experienced to complete the work they have been asked to do.

#### **Reporting Repairs**

13.3 Tenants can report a repair direct to the call centre, operated by our managing agents; the call centre is available 24 hours a day, 7 days a week. Tenants can also report repairs by letter, email or by visiting the office during surgery times which are Monday 3pm – 6pm and Thursday 9.30am – 12.30pm.

13.4 When tenants contact the call centre to report a repair, specialist staff properly trained in repair diagnosis will take the call. These staff will:

- Confirm whether or not the repair is the responsibility of Lyng Community Association or the responsibility of the tenant.
- Advise the customer if the request is to be dealt with as an emergency, urgent or routine repair.
- Agree a mutually convenient appointment to attend and complete the work.
- Confirm the appointment with the tenant either by phone, in person or by letter.

- 13.5 As far as possible measures will be taken to accommodate tenant needs when arranging appointments, such as avoidance of the school run or morning / afternoon appointments.
- 13.6 The efficient operation of the call centre requires that we minimize follow up calls from tenants. Our policy therefore is to be proactive in keeping customers informed regarding progress with completing their repair and to do this in a convenient and efficient way.

### **Out of Hours**

- 13.7 Only emergency repairs will normally be undertaken out of core working hours. The work will be limited to making the problem safe and we will return to complete the work during normal working hours. However, in some circumstances completing the make-safe works will result in completion of the entire job, or, it may be cost effective to complete the job while on site rather than return for a further visit, in which case the repair will be completed at the discretion of the operative.
- 13.8 If a tenant uses the out of hours service for a problem which is not a genuine emergency or is the result of misuse then the cost of the call out may be recharged. If the tenant is not at home when the contractor calls then the costs will also be recharged and the work request may be cancelled.

### **Communal Areas**

- 13.9 Any repairs reported regarding communal areas will be recorded and attended to in a timescale appropriate to their severity.

### **Pre – Works Inspection**

- 13.10 Our policy is to avoid pre-inspecting repair work where possible. Our qualified trade staff will usually be able to diagnose and carry out the repair at first visit. Where a pre-inspection is required, an appointment will be agreed with the tenant when the repair is reported.

### **Undertaking the Work**

- 13.11 We will ensure that no damage is caused to tenants' belongings in the course of carrying out work, and we will leave the tenants' properties and communal areas clean and tidy following the completion of work.
- 13.12 Our employees and contractors will follow the appropriate code of conduct. All staff and contractors will carry photo identification and will always provide proof of identity before entering a tenant's home.

13.13 We will always try to complete the repair on the first visit. However, if this is not possible we will give clear advice to the tenant about what will happen next if a second visit is needed.

### Variations

13.14 When at the property if the tenant reports an additional repair, or if the operative identifies other work that needs attention, the operative can undertake this work if the additional cost is reasonable and if it does not conflict with attendance at another appointment.

## 14. Minimising the Level of Demand

14.1 Our Asset Management Strategy aims to minimise the level of responsive repairs. In support of this aim, the responsive repair policy is to:

- Undertake all non –urgent work as planned maintenance where there is an agreed programme in the near future. We will keep tenants informed of progress with such programmes.
- Batch non-urgent responsive repairs where possible.
- Ensure that tenants are aware of their responsibilities for maintaining their home, publish material regarding this and provide advice and education to help tenants undertake simple repairs for themselves.
- Collect sufficient data about the nature of responsive repairs so that we can analyse trends and identify any pattern of component failure.

## 15. Monitoring

15.1 We will record and monitor a range of financial and performance indicators in order to assess and improve the performance of the repairs service.

15.2 Lyng Community Association will aim to carry out post inspections of 10% of all jobs completed, as part of a focused post inspection programme, but may increase or decrease this percentage depending upon the profile of the jobs being undertaken and the results of inspections, tenant satisfaction surveys and other factors.

15.3 Service performance information will be analysed on a monthly basis, and key performance indicators will be available to tenants and will be posted on our website.

## 16. Measuring Satisfaction

- 16.1 We want tenants to be happy with the work we do and the way we go about it. We will ask for their views on the quality of our day to day repairs service and act on the results. From time to time satisfaction cards or feedback sheets may be left for the tenant to complete and return. These will be used to gauge our performance.

### **17. Equality and Diversity**

- 17.1 We will ensure that all tenants are treated fairly and consistently, to minimise the potential for discriminatory decisions or behavior and will undertake all repair work in accordance with our Equality and Diversity Policy.
- 17.2 We will collect information about responsive repairs and link this to other data about our tenant profile in order to ensure that the service we provide does not disadvantage particular groups.
- 17.3 All tenants and other interested parties will have access to this document via the web site or upon request.

### **18. Review and Dissemination**

- 18.1 Lyng Community Association will consult tenants regarding service standards and delivery and ensure that information is publicised regarding these policies and standards in a manner that is accessible to tenants.
- 18.2 The repair service will be subject to regular review to ensure continuous improvement in the quality, efficiency and value for money of the service.
- 18.3 We will undertake regular reviews of this policy and procedures related to it to ensure that we continue to operate best practice and that service improvements are implemented. Reviews will take place at intervals of not more than 2 years.

### **19. Rechargeable Repairs Policy**

- 19.1 Please refer to separate document titled Rechargeable Repairs Policy.