



REPAIRS POLICY

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1.0 Purpose & Scope

This policy sets out our approach to the delivery of the responsive repairs services to West Lancashire Borough Council (WLBC) tenants and leaseholders. This policy applies to all homes for which WLBC is responsible for carrying out responsive repairs, as determined by tenancy, or lease agreement.

The responsive repairs service complements our programmes of planned and cyclical maintenance to ensure that homes are well maintained, up to date, and meet the needs of tenants and leaseholders. The purpose of this policy is to:

- Ensure that we contribute to tenants being healthy and safe in their homes, that they have a home that they enjoy living in, and that allows tenants to lead a productive and fulfilled life.
- Achieve high standards in customer care and high levels of customer satisfaction.
- Deliver an efficient, effective, and value for money responsive repairs service that meets the needs of tenants.
- Comply with all relevant legislative and regulatory requirements.
- Ensure that all homes are kept in good repair, and that any repair work carried out leaves tenants and leaseholders in safe and secure homes.
- Ensure tenants are aware of their responsibilities for some types of repairs and for reporting repairs.
- Provide a prompt and cost-effective responsive repairs service that our tenants value.
- Provide services which are easily accessible at a time and in a way to suit our tenants, and which deliver high standards of care.
- Work in partnership with our tenants and contractors to continuously drive service improvements.
- Agree ways in which we can improve the value for money of the service including the delivery of better planned and programmed work to manage the demand for responsive repairs.

2.0 Associated Policies

The following policies are relevant to this policy and are available to be viewed.

- Customer Feedback Policy
- Damp and Mould Policy
- Disrepair Policy
- Tenant Recharge Policy
- Decant Policy
- Goodwill and Discretionary Payment Policy
- Tenant Alterations Policy

3.0 Regulatory Standards & Legislation.

3.1 Regulatory Standards – We must ensure we comply with the Regulator of Social Housing's regulatory framework and consumer standards for social housing in England.

3.2 Legislation - The key areas of legislation in this policy are:

- Defective Premises Act 1972.

- Health and Safety at Work Act 1974.
- Building Regulations Act 1984.
- Housing Acts 1985, 1988, 1996, 1998 and 2004.
- Environmental Protection Act 1990
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
- Gas Safety (Installation and Use) Regulations 1998
- Control of Substances Hazardous to Health Regulations 2002 (COSHH).
- Management of Health and Safety Rating System (England) Regulations 2005
- Regulatory Reform (Fire Safety) Order 2005.
- Equality Act 2010.
- Control of Asbestos Regulations 2012.
- General Data Protection Regulations Act 2018.
- The Homes (Fitness for Human Habitation) Act 2018.
- Building Safety Act 2022.
- Smoke and Carbon Monoxide (Amendment) Regulations 2022.
- The Social Housing (Regulation) Act 2023

4.0 Responsibilities

WLBC works towards having a joined-up approach with tenants. As the landlord we have responsibility for repairs and maintenance of homes as set out in the tenancy agreement and in statute. Our tenants have the responsibility of reporting repairs and undertaking those repairs deemed their responsibility.

WLBC tenancy and leasehold agreements set out the contractual responsibilities for tenants and leaseholders. Reference should be made to individual tenancy and leasehold agreements as these set out the specific contractual responsibilities for both parties. In some cases (e.g., fences), there may be contractual clauses that differ with regards to who is responsible for carrying out a repair. In all cases, terms set out in individual tenancy and leasehold agreements take precedent over the statements in this policy.

Appendix A details the respective repair responsibilities of WLBC and tenants. This should be considered as the minimum standard for landlord responsibilities.

Leaseholders will have a different set of responsibilities their homes. These can be found in the terms of their individual lease.

5.0 Access to the Repairs Service

Our aim is to provide easy access to our services through different routes to meet needs at a time and place to suit tenants and leaseholders.

5.1 Repairs Service

Repairs can be reported via a range of methods.

We encourage all residents to report repairs as soon as possible. This allows us to arrange any necessary repairs promptly and prevent further damage to homes, reduce costs, and maximise resident satisfaction.

5.2 Repair Appointments

All appointment times for routine repairs are confirmed prior to the appointment taking place. Where possible appointments will be at a time and date convenient to the tenant.

Tenants and leaseholders will be informed about progress with their repairs through an agreed channel convenient to them including telephone, text messaging and email. If our contractor is unable to keep to an appointment, we will advise of this as soon as possible, and an alternative date will be agreed.

It is a term of the tenancy agreement that tenants provide us with access to carry out a repair at the appointed time. If the appointment cannot be kept, tenants are asked to inform us at the earliest opportunity. If access is repeatedly refused or denied, legal action may be considered to gain entry where necessary.

In cases where a repair can be more cost effective if carried out as part of a programme of planned or cyclical works, we will consider this option and inform the tenant/ leaseholder accordingly.

The Council and its contractors will leave two no access cards and make two telephone calls to the customer to book in an appointment for the repairs. If no response is received, then the job will be closed. A text message will also be sent to the customer.

5.3 Communal Repairs

Communal repairs may be carried out to entrances, halls, lifts, stairways, passageways, lighting, door entry systems and other parts provided for common use. They may also be carried out on fencing and to other external structures which are the responsibility of WLBC.

In supported housing schemes, this may also include any fixtures, fittings or facilities provided to residents as part of the service contract.

Some communal repairs in the same scheme/group of properties might be collated to be completed together, i.e., 'batched'. In such cases they would not be completed within the usual target. We will inform tenants when we do this and of the revised timescale for completion.

WLBC reserves the right to carry out some repairs to communal areas as part of its cyclical works programme, rather than as a responsive repair.

5.4 Inspection Visits

Some jobs, including communal repairs, may require an inspection visit before the repair is arranged. These inspections can be carried out by a surveyor, contractor, or WLBC Officer as appropriate. The reasons for these inspections include:

- Investigations to identify the cause of a problem are required.
- When we need to agree works on site with our contractor.
- Where previous repairs have not resolved the problem.
- Where there are boundary or ownership issues.
- Where precise measurements need to be taken to progress the repair.

- Where we wish to post inspect contractors works to ensure that issues are resolved, and work is to the right standard.
- Where there are multiple or complex problems.
- To audit the performance of our contractors.

Where possible we will aim to get information by telephone from tenants and pass repairs straight through to a contractor. This expedites the repairs process and helps us to concentrate our resources on repairs issues that require investigation and inspection.

5.5 No Access

Tenants are required to allow WLBC staff and contractors access to carry out work in their home as per the terms of the tenancy agreement.

WLBC operate the no access procedure detailed below.

- 3 telephone calls will be made on three separate days, with a voicemail left where possible.
- An email will be sent where we hold the email details of tenants.
- A no access card will be put through the door of the home asking the tenant to contact us. Our surveyors will take a photograph of the card being put through the letterbox.

WLBC contractors operate the no access policy detailed below.

- If there is no answer at the door, the contractor will telephone the tenant and if there is no answer, leave a voice mail.
- If there is no answer, the contractor will ask their operative to wait 5 minutes and if there is still no response the operative will leave a calling card at the tenant's home. The contractor will then leave the home.
- The next working day, the contractor will telephone the tenants to make another appointment. If the tenant answers, the contractor will book the next available appointment.
- If there is no answer, the contractor will send a no access letter confirming that if no response is received within the next 5 working days, then the order for the repairs will be cancelled.
- If the no access policy is exhausted as above, with still no access, legal action may be taken to gain access where appropriate.

5.6 Tenant Considerations

WLBC staff are required to follow this policy when assessing all requests for repairs to be completed. However, we may agree to carry out the repair when our tenant is unable to. This will be assessed on a case-by-case basis.

The Council understands that it has tenants who are elderly or vulnerable through mental or physical disability or ill health. Also, tenants who have young dependent children or who may be carers. We will always take action that is appropriate to the individual needs of the tenant.

Under the terms of the tenancy agreement WLBC reserves the right to recharge tenants for the costs of these discretionary repairs.

WLBC will provide relevant additional information regarding the tenant to repair operatives prior to them attending; this is to ensure both the safety of the tenant and operatives, and to make them aware of any special circumstances the tenant may have.

All information within this context will be reviewed periodically, in line with the relevant procedures.

6.0 Repair Timeframes

Repairs are classified and will be responded to within the following repair categories and timescales.

6.1 General repairs (non-heating)

These are routine repairs that do not affect health and safety but do affect comfort and convenience. Examples include ease and adjust doors, repair windows, doors, kitchen units, bathroom units, flooring, stairs and handrails, minor leaks,

We aim to complete general repairs which are not related to heating systems within 20 working days. However, some repairs will take longer due to requiring additional works such as scaffolding and these repairs may take longer.

6.2 Emergency repairs (non-heating)

These are repairs required to fix any defect which puts the health or security of a tenant or third party at immediate risk or which affects the structure of the building. Examples include no water in the home, serious roof leaks, no power, boarding up a broken window, major plumbing leaks, structural damage, or instability.

We aim to attend any emergency repair within four hours and if we are unable to complete a permanent repair at the time of our first attendance, we will do what we can to make sure the home is safe and secure. We will then aim to complete any permanent repair follow up within 48 hours.

6.3 Routine heating repairs

These are heating system specific repairs that do not affect health and safety but do affect comfort and convenience. Examples include, replacement of a rusty or damaged radiator, noisy boilers or system, minor leaks on heating pipes that can be contained with the use of towels or a bucket, upgrades to central heating boilers, thermostatic controls, and repairs to individual electric radiators.

During the summer months (between 01 May and 31 October) we aim to complete routine gas central heating repairs within 7 working days.

During the winter months (between 01 November and 30 April) we aim to complete routine gas central heating repairs within 5 working days.

We aim to complete a repair for all routine electric heating and hot water repairs within 20 days.

6.4 Emergency heating repairs

These are situations that are currently or potentially dangerous or a serious risk to health and where immediate action will prevent serious damage to persons or a person's home.

Examples include, loss of internal gas/electricity supply causing no heating or no hot water, gas leak within the home, leak or burst pipe onto electrical equipment.

During the summer months (between 01 May and 31 October) we aim to complete emergency gas central heating repairs within 3 working days.

During the winter months (between 01 November and 30 April) we aim to repair emergency gas central heating repairs within 24 hours subject to the type of repair and the availability of replacement parts.

6.5 Emergency electric heating and hot water repairs

We aim to attend within four hours and if we are unable to complete a permanent repair at the time of our first attendance, we will do what we can to make sure the situation is safe and aim to complete any permanent repair follow up within 48 hours.

There may be a charge for any emergency call out repair request if we are unable to gain access to the home or on attendance it is not found to be an emergency repair.

7.0 Rechargeable Repairs

Damage that has been caused by a tenant, other residents, or visitors to a home, may be rechargeable.

The Council are not responsible for any repair or replacement needed because of any action or neglect by the tenant and their family, any sub-tenant, visitor, third party or pets.

The Council are not responsible for the repair or replacement of anything that has been installed or fitted in the home by the current tenant without our written consent.

The Council are not responsible for the repairs detailed as the tenant's responsibility under the term of the tenancy agreement and outlined in Appendix A.

8.0 Tenant Alterations

Where tenants have carried out alterations or improvements to their home the Council will not be responsible for carrying out repairs to these alterations unless this has been previously agreed in writing. This is detailed in the Councils Tenant Alterations Policy.

9.0 Service Quality

All colleagues delivering our repairs service whether employed or not by WLBC are expected to work in accordance with this policy. All our repairs' colleagues will demonstrate strong customer care skills.

We invite tenants and leaseholders to raise a complaint where they feel service standards have not been met. Any such complaint will be dealt with in line with the Customer Feedback Policy and any lessons learnt fed back to the department for review.

9.1 Completing repairs on the first visit.

We aim to complete repairs on the first visit and will monitor our performance against this measure. Sometimes, during a repair, additional works might be required. We have procedures in place to support our aim to complete repairs within with our target timescales

(see section 5 of this policy) and to the satisfaction of the resident. These procedures give us the flexibility to complete the repair in the first visit where possible without the need to make a new appointment.

9.2 Resident and staff behaviour

WLBC has agreed behavioral standards and a code of conduct for our own operatives and external contractors who carry out repairs on our behalf. In addition, we take seriously any action by anyone who harasses, threatens to harass, or threatens violence towards WLBC staff, agents, or contractors. We always take action to protect our staff where such circumstances arise.

9.3 Improving our service.

Feedback from tenants and leaseholders on the quality of the service received is important to us to help in the continuous improvement of the repairs service.

We are committed to working in partnership with tenants and leaseholders to achieve improvements in service delivery and performance. We will do this by tracking and analysing the performance of the repairs service and our contractors, working with tenants and leaseholders to identify areas for improvement, and monitoring the delivery of action plans.

Regular satisfaction surveys will be carried out following the completion of repairs.

10.0 Insurance

Tenants are responsible for taking out home contents insurance as WLBC is not responsible for insuring tenants' furniture, contents, and possessions. Tenants are responsible for any loss or damage to their home due to theft, fire, vandalism, flooding, or accidental damage.

WLBC actively promotes access to a cost-effective Tenants Insurance Contents Scheme or tenants can make their own arrangements.

11.0 Compensation and Claims

WLBC may decide to make a goodwill payment in line with its Goodwill and Discretionary Payment Policy.

Where a tenant has sustained injury or property damage that they believe to be because of WLBC's negligence then WLBC have in place an Insurance Claims Procedure that tenants and leaseholders should follow.

12.0 Defects Liability Periods

Most works carried out as part of new build or improvement contracts are covered by a defect's liability period. This starts from the date of practical completion for the home or programmed investment works.

Tenants should report repairs for new or improved homes via the Customer Service Centre in the normal way. These repairs are passed to the relevant contractor which may be our appointed contractors or their subcontractor.

The response time will vary depending on whether the issue is a repair or a defect.

We monitor for completion, ensuring that urgent defects are prioritised.

Where it can be demonstrated that it is a latent defect, the original contractor may be liable to carry out remedial works or exercise warranties offered by the NHBC (National House Building Council) to carry out works for some elements. We will ensure that the impact on the tenants is as minimal as possible whilst we are establishing liability and seeking recovery from the relevant party.

For leasehold properties, responsibility for gathering evidence around latent defects inside the property lies with the leaseholder.

13.0 Our Approach

In writing this policy we have carried out assessments to ensure that we are considering:

- Equality, Diversity & Inclusion
- Privacy & Data Protection

14.0 Version Control

Date	Amendment	Version

Appendix A

Repair Responsibilities

Council responsibility	Further information
Aerials (communal)	Where installed by the Council
Boundary Fencing	Fence between property and road
Central heating	Gas boilers, storage heaters, radiators, hot water
Chimneys	Brickwork, replacement pots, etc
Doors and locks including handles (external-front and back)	Except lost or stolen keys, door numbers and battery-operated doorbells
Drains	Blocked drains and gullies within property boundary
Electricity (excluding meter)	Except where tenants have installed their own fittings, appliances, plugs, fuses, or light bulbs
Fire and smoke alarms and carbon monoxide detectors	Fitted by the Council
Floors and floor coverings	Kitchen/bathroom and communal floor coverings only
Garages	Structure and garage doors only (including locks)
Gutters	Clearance and repairs to gutters and fascia boards
Immersion heaters	Repair or replacement
Lifts	Communal lifts. If you have a stair lift or a floor lift, please contact Customer Services
Paths	Leading to front or back doors but not patios
Pipes, water tanks and cylinders	All repairs
Plumbing and fittings	Replacement of toilets, sinks, baths, wash hand basins (including refixing brackets) <ul style="list-style-type: none"> • Taps running continuously, tap replacement and other tap repairs • Toilet not flushing properly
Roofs - main dwelling	Excluding garden sheds etc.
Stairs	All repairs
Walls	Rendering, brickwork, pointing and internal plastering
Windows	Glazing (except wilful damage, which requires a crime reference number) <ul style="list-style-type: none"> • Misted or fogged window glazing • Secure window frame • Window not opening and closing • Repair or replace window catches, handles, hinges and locks

In most circumstances tenants are responsible for ensuring that any furniture or other items (including floor coverings) do not impede the contractor in any way. In the majority of circumstances neither WLBC staff nor their contractors will move furniture on behalf of a tenant.

Tenant responsibility	Further information
Aerials (non-communal)	Individual TV aerials and aerial outlets
Battery operated smoke detectors (not fitted by the Council)	Test alarm periodically and regularly check battery
Clothes lines and rotary driers	Except communal areas
Cookers	Gas and electric, including connections (gas cookers must be installed by a Gas Safe qualified engineer)
Internal decoration, including the inside of the front door	The Council doesn't redecorate after we have carried out repair work, although we do make good and prepare surfaces ready for your decoration
Doors (internal)	Except door frames and combined handle/locks to bathroom doors only
Floor coverings	Unless fitted by the Council (kitchen or bathroom/ communal areas)
Home contents insurance	You are responsible for insuring your home's contents, this is not covered by the Council
Keys	This includes lost or stolen keys, door numbers and battery-operated doorbells and garage keys
Party fences	Dividing fence between properties
Utilities <ul style="list-style-type: none"> • Gas • Electricity • Water • Telephone/Broadband 	Tenant to contact supplier directly for: <ul style="list-style-type: none"> • Gas and electricity meters (including key and card types) • Water meters • Cable television/ internet

Further information on your repair responsibilities can also be found online at www.westlancs.gov.uk/housing/i-am-a-council-tenant/repairs-and-improvements/tenants-responsibilities.asp

