



# Property Management

## Repairs

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<b>Scope:</b>	This policy applies to Circle 33 Housing Trust, Commercial and Leasehold, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing, Wherry Housing Association
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<b>Author:</b>	Amy Carter, Policy Officer
<b>Policy Owned by:</b>	Group Policy
<b>KLOE:</b>	Stock Investment and Asset Management
<b>QAF (Supported Housing):</b>	n/a
<b>Legislation:</b>	Landlord and Tenant Act 1985 Defective Premises Act 1972 Environmental Protection Act 1990 Prevention of Damage by Pests Act 1949 Housing Act 1985 Leasehold Reform, Housing & Urban Development Act 1993 Party Walls etc. Act 1996 Local Government Act 1972 Commonhold and Leasehold Reform Act 2002
<b>National Standards:</b>	Home

# Repairs Policy

## 1 Scope

- 1.1 This policy applies to general needs and supported housing properties and all communal areas of: Circle 33 Housing Trust, Commercial and Leasehold, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing, Wherry Housing Association.
- 1.2 This policy covers responsive repairs. [Property Alterations and Improvements](#) and [Cyclical and Planned Maintenance](#) are covered in separate policies.

## 2 Policy Statement

- 2.1 Circle Anglia works to improve people's life chances through providing great homes and reliable services to residents, and through helping build sustainable communities where people want to live and work.
- 2.2 Our aim is provide an efficient day to day repairs service that is responsive to residents needs.
- 2.3 We will comply with all relevant legislation as set out in [Appendix 1](#).
- 2.4 This policy sets out the group minimum standards for responsive repairs. Group partners may adopt higher local service standards, in order to provide an efficient and effective service in response to their resident's requirements. Please see [Appendix 3](#) for details of these local differences.

## 3 Policy

### Rights and Responsibilities

- 3.1 The type of repairs that we will carry out for residents include repairs to:
  - plumbing, heating and hot water;
  - electrical wiring, sockets and light fittings;
  - roofs, outside walls, windows and doors; drains and gutters;
  - inside walls, floors, ceilings and doors;
  - kitchen units; and baths, basins and toilets.
- 3.2 Residents are responsible for carrying out any repairs that are caused by accidental damage, misuse or neglect. This includes any damage caused by friends and visitors to the property. General needs residents are also usually responsible for:
  - decorations inside and replacing light bulbs,
  - door handles and latches inside,

- replacing keys and locks if they have lost their key, it has been stolen or it has broken in the lock due to misuse. Where a lock requires replacement because of criminal damage, the resident must provide a crime reference number to the RP, who will then repair the damage,
  - clearing blockages to sinks and basins if they have caused the blockage,
  - TV aerials (unless it is a shared/communal aerial we have provided),
  - phone lines, satellite and cable TV, and broadband.
- 3.3 The above list is usually the resident's responsibility, however, group partners may choose to exercise their discretion and carry out repairs on a resident's behalf, particularly where there is some dispute over the cause of the damage.
- 3.4 The housing provider should inspect large-scale repair work carried out by a resident to ensure the repair has been carried out to the appropriate standard.
- 3.5 Breakages of windows will be decided on a case by case basis. In general, we will consider the repair of windows to be the responsibility of the resident involved. However, where a defect is responsible or a crime report/number can be provided, Circle Anglia will carry out the work.
- 3.6 Where repairs are required owing to vandalism or intentional damage, and the perpetrator is known, the [Recharges policy](#) should be followed to recover the costs of these repairs.
- 3.7 For some tenures, resident's responsibilities are covered by the service charge, and therefore will be carried out by the landlord or managing agent. However, the following items may not be covered:
- TV aerials (unless it is a shared aerial we have provided),
  - phone lines, satellite and cable TV, and broadband, and
  - replacing keys and locks if they have lost their key or it has broken in the lock (unless it is a communal door).
- Please check the terms of the individual occupancy or support agreement to confirm what the landlord's and resident's responsibilities are.
- 3.8 Supported housing residents will be assisted to arrange repairs which are their responsibility. Alternatively, Circle Anglia can carry out the work and recharge the resident, see the [Recharges policy](#).
- 3.9 If any floor covering that the resident has fitted is required to be lifted to carry out repairs, the resident is responsible for refitting it and any costs incurred. Where the floor covering can be easily re-fitted without incurring unreasonable costs or time, discretion may be used in carrying out this work on behalf of the resident. This discretion would not apply to wooden or laminate floors fitted by the resident.

## Pests

- 3.10 Pest infestations in individual properties are usually the responsibility of the occupier, unless otherwise specified by the tenancy agreement or lease. Where the infestation has spread from a communal area or another property, the landlord or managing agent is responsible. We will comply with notices and required actions issued by the local authority.

## Missed Appointments

- 3.11 Missed appointments cost time and money for both residents and Circle Anglia. Where residents miss two appointments, a warning letter will be sent. We reserve the right to charge £10 for each further appointment missed. Please see the [Recharge policy](#).
- 3.12 For appointments missed by contractors any compensation paid to residents will be dictated by the terms of the contract, and will be decided by the appropriate manager at Circle Anglia. Please see the [Compensation policy](#).

## Communal Areas

- 3.13 Circle Anglia are responsible for repairs that are necessary to communal areas including:
- stairs, lifts, landings and windows,
  - drains, gutters and roofs,
  - fire alarm systems and emergency lighting,
  - door entry systems and security gates,
  - communal lighting,
  - external areas such as bin storage areas, fencing and walls, paving and gardens.
- 3.14 Where leaseholders are expected to pay for the cost of the repair it is important that Section 20 consultation is undertaken. Where Section 20 consultation is not undertaken, the maximum amount that can be charged to each leaseholder is £250; unless the Leasehold Valuation Tribunal has granted exemption from consultation.

## Decants

- 3.15 Wherever possible works will be done around the resident, without the need to move them. Where a decant is necessary residents must be fully informed about the extent of the works needed and the intended date they will be able to return. Please see the [Decants policy](#) for more information.

## 4 Prioritisation of repairs

- 4.1 When a repair is reported, we will tell the customer when they should expect the repair to be completed by.

- 4.2 The types of repair are split into three main categories (depending upon the urgency of the work) which each have a minimum target to complete the job:
- Emergency - 24 hour response
  - Urgent - 7 calendar days
  - Routine - 28 calendar days

#### **Emergency repairs – within 24 hours**

- 4.3 Emergency repairs are those that have serious effects on people or damage to the home. They include, but are not limited to:
- gas leaks
  - a water leak that cannot be contained;
  - total loss of electrics or water;
  - fire damage, flooding and major structural damage;
  - repairs to doors and windows where the property is not secure;
  - serious blockages to main drains (or blocked toilet if it is the only one);
  - a complete loss of heating where no temporary heating is available;
  - a broken-down lift; and
  - offensive or discriminatory graffiti.
- 4.4 Our commitment to our residents is that for this category of repair they will not have to wait more than 24 hours for a contractor to come to their home and make it safe. However it is acceptable to return at a later date to complete the full repair.

#### **Urgent repairs – within seven calendar days**

- 4.5 Urgent repairs are those that are inconvenient; affect the comfort of the resident and which, if left incomplete, may cause damage to the home. This includes but is not limited to:
- heating and hot-water breakdowns (the contractor will always try to visit within 24 hours but if parts are needed to complete the repair, a second visit may be needed);
  - minor leaks, blocked drains and pipes; and leaking roofs.
  - faulty electrical fittings and minor electrical faults.

#### **Routine repairs – within 28 calendar days**

- 4.6 Routine repairs are those that cause inconvenience but are not urgent and do not pose an immediate risk to a resident's health and safety. This includes but is not limited to:
- repairs to outside walls and minor roof repairs;

- repairing and replacing individual kitchen units;
- replacing door and window furniture (if there is no safety or security risk);
- repairs to plasterwork and replacing wall and floor tiles;
- minor plumbing work and replacing taps;
- repairing and clearing guttering and downpipes.

4.7 The target is 28 days, however the repair will usually be carried out earlier.

### Major repairs

4.8 Where the necessary repairs are considerable, as established by a surveyor or a property inspection, some group partners may apply a 40 calendar day response time (priority 4) to this type of repair.

4.9 Where repairs are due to be covered by an upcoming [Cyclical and Planned Maintenance](#) programme, the resident will be informed of this and the repair can be scheduled into that programme.

### Vulnerable people

4.10 Those who may be considered to be vulnerable include:

- elderly and frail persons, and those with a disability or illness
- supported housing residents or support service users
- people who are alone, particularly where there is a security risk to the property
- those who are pregnant or households where there are young children.

4.11 Repairs are not automatically prioritised where one of the above categories applies to a resident, however, these factors must be considered by the officer who receives the report of the repair. Officers will use their discretion professionally and consider the information available, including factors such as whether the resident appears distressed.

4.12 For those who are considered to be vulnerable, we will assign the following higher priorities:

- **Emergency repairs:** We will aim to visit the home and make safe an emergency repair within 4 hours of it being reported to us.
- **Urgent repairs:** We will aim to complete the repair within 24 hours of it being reported to us.
- **Routine repairs:** We will aim to complete the repair within seven calendar days of it being reported to us.

## 5 Complaints

- 5.1 Where residents are dissatisfied with the repairs service that they have received, they can report a formal complaint using the [Complaints policy](#).

### **Customers who pose a risk**

- 5.2 Where Circle Anglia is aware of any complaints or warnings about the occupants of the property we will pass on this information to the contractor and follow the [Customers who pose a risk to safety](#) policy.

## **6 Service Standards**

- 6.1 Staff and contractors must carry photo identification and will always provide proof of identity before entering a resident's home. They will follow the Circle Anglia Contractor Code of Conduct.
- 6.2 Offensive or discriminatory graffiti will be removed within 24 hours of it being reported.
- 6.3 We want residents 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.
- 6.4 We will always try to fully complete the repair on the first visit and be clear about what will happen next if a second visit is needed.
- 6.5 When residents contact us to report a repair, we will
- Tell them whether the repair is to be dealt with as an emergency, urgent or routine repair.
  - Provide them with the job reference number that relates to the repair.
  - Send them confirmation of receipt of the repair request.

## **7 Monitoring**

- 7.1 Customer satisfaction surveys are undertaken after each repair request has been completed.
- 7.2 We will record and monitor all responsive repair requests to show:
- Repairs appointments made and kept
  - Repairs completed at first visit
  - Emergency repairs completed in target
  - Urgent repairs completed in target
  - Routine repairs completed in target
- 7.3 There are also additional Local Performance Indicators.

## **8 Equality and Diversity**

- 8.1 It is essential to recognise that customers of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly.
- 8.2 Response times will be shortened in some cases, to take account of the needs of our customers who are vulnerable or have specific needs.
- 8.3 All customers will have access to this document upon request. This document and accompanying leaflet can be translated or provided in alternative formats (e.g. Braille, large print, and audio) upon request.
- 8.4 Equality and Diversity training is mandatory for all staff.

## Appendix 1: Key Repairs Legislation

We will comply with the right to repair scheme which gives tenants the right to claim compensation if certain small urgent repairs are not carried out within prescribed time limits. This right is granted to secure tenants of local housing authorities under the Housing Act 1985, as amended by the Leasehold Reform, Housing and Urban Development Act 1993. The Tenant Services Authority require Registered Providers to implement the right to repair for assured tenants.

As a landlord 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 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.

**Pre-Action Protocol – Woolf Reforms**: Following a review of the problems of civil housing disrepair claims, Lord Woolf recommended in his final Access to Justice Report in July 1996 that there should be a Pre-action Protocol. The Protocol is intended to encourage the exchange of information between parties at an early stage and to provide a clear framework within which parties in a housing disrepair claim can attempt to achieve an early and appropriate resolution of the issues.

### Party Walls

The Party Walls Act 1996 sets down statutory requirements in relation to work that is carried out to party walls. Those managing projects which involve works to a wall or fence should determine whether the works fall under the scope of this Act. For full details please see the [Party Walls policy](#).

## Appendix 2: Pre-action protocol for housing disrepair cases

### 9 Introduction

- 9.1 Following a review of the problems of civil housing disrepair claims, Lord Woolf recommended in his final Access to Justice Report in July 1996 that there should be a Pre-action Protocol. This appendix is a summary of key points. The full version should be viewed at [http://www.justice.gov.uk/civil/procrules\\_fin/contents/protocols/prot\\_hou.htm](http://www.justice.gov.uk/civil/procrules_fin/contents/protocols/prot_hou.htm)
- 9.2 The Protocol, which covers claims in England and Wales, is intended to encourage the exchange of information between parties at an early stage and to provide a clear framework within which parties in a housing disrepair claim can attempt to achieve an early and appropriate resolution of the issues.
- 9.3 Should a claim proceed to litigation, the court will expect all parties to have complied with the Protocol as far as possible. The court has the power to order parties who have unreasonably failed to comply with the Protocol to pay costs or be subject to other sanctions.

### 10 Landlord's Response

#### Response to First Letter

- 10.1 The landlord should normally reply within 20 working days of the date of receipt of the first letter from the tenant i.e. the Early Notification Letter or the Letter of Claim if no Early Notification Letter is sent. The Landlord's response to the first letter, should include the following:–

**Disclosure:** All relevant records or documents including:

- copy of tenancy agreement including tenancy conditions
- documents or computerised records relating to notice given, disrepair reported, inspection reports or requirements to the property.

**Expert:** response to the tenant's proposals for instructing an expert including:

- whether or not the proposed single joint expert is agreed
- whether the letter of instruction is agreed
- if the single joint expert is agreed but with separate instructions, a copy of the letter of instruction
- if the appointment of a single joint expert is not agreed, whether the landlord agrees to a joint inspection.

#### Response to Letter of Claim

- 10.2 The landlord's response to the tenant's Letter of Claim should include:

- whether liability is admitted and if so, in respect of which defects. If liability is disputed in respect of some or all of the defects, the reasons for this
  - any point which the landlord wishes to make regarding lack of notice of the repair or regarding any difficulty in gaining access
  - a full schedule of intended works including anticipated start and completion dates and a timetable for the works
  - any offer of compensation
  - any offer in respect of costs
- 10.3 On receipt of the Letter of Claim (whether or not an Early Notification Letter was sent), the landlord may provide a response to the issues set out at paragraph (a) above either:
- within 20 working days of the date of receipt of the Letter of Claim or
  - within 20 working days of the date of receipt of the report of the single joint expert
- 10.4 Failure to respond within the time limits set out or at all, to the Early Notification Letter or the Letter of Claim will be a breach of the Protocol.

### **Disclosure of documents**

- 10.5 When giving disclosure, the landlord should copy all relevant documents. In housing disrepair claims, this includes any and all documents relating in particular to the disrepair and to notice given by the tenant to the landlord of the disrepair. Notice is often given by personal attendance at the landlord's office, and copies of any notes of meetings and oral discussions should also be copied, along with other relevant documents. Documents regarding rent arrears or tenants' disputes will not normally be relevant.
- 10.6 The aim of the early disclosure of documents by the landlord is not to encourage 'fishing expeditions' by the tenant, but to promote an early exchange of relevant information to help in clarifying or resolving issues in dispute. The tenant should assist by identifying the particular categories of documents, which they consider relevant.
- 10.7 The 20 working days time limit specified runs from the date of receipt of either letter. Receipt of the letter is deemed to have taken place two days after the date of the letter. If necessary, a written request for extra time should be made by the landlord to the tenant. Should a case come to court, the court will decide whether the parties have acted reasonably, and whether any sanctions, including costs orders, are appropriate.

## **11 Alternative Dispute Resolution**

- 11.1 The parties should consider whether some form of alternative dispute resolution procedure would be more suitable than litigation. Both the Claimant and Defendant may be required by the Court to provide evidence that

alternative means of resolving their dispute were considered. The Courts take the view that litigation should be a last resort, and that claims should not be issued prematurely when a settlement is still actively being explored. Parties are warned that if the protocol is not followed (including this paragraph) then the Court must have regard to such conduct when determining costs.

- 11.2 It is not practicable in this protocol to address in detail how the parties might decide which method to adopt to resolve their particular dispute. However, summarised below are some of the options for resolving disputes without litigation:
- Discussion and negotiation.
  - Early neutral evaluation by an independent third party (for example, a lawyer experienced in the field of housing disrepair or an individual experienced in the subject matter of the claim).
  - Mediation – a form of facilitated negotiation assisted by an independent neutral party.
  - In England, the Housing Ombudsman Service, 81 Aldwych, London, WC2B 4HN. Tel 020 7421 3800 or 084 5712 5973
  - Local authority environmental health officers.
- 11.3 The Legal Services Commission has published a booklet on 'Alternatives to Court', CLS Direct Information Leaflet 23 ([www.clsdirect.org.uk/legalhelp/leaflet23.jsp](http://www.clsdirect.org.uk/legalhelp/leaflet23.jsp)), which lists a number of organisations that provide alternative dispute resolution services

## Appendix 3: Local Differences

All group partners aim to meet and wherever possible exceed the minimum group targets for repairs:

Emergency – 24 hours  
Urgent – 7 calendar days  
Routine – 28 calendar days.

Some group partners have higher local commitments:

### **Old Ford Housing Association**

Urgent repairs within 5 working days  
Routine repairs completed within 15 working days.

### **Russet Homes**

Emergency Repairs  
24 hour target split into Priority 1 – 3 hours and Priority 2 – 24 hours

## Glossary

Term	Definition
<b>Agency Managed / Managing Agent</b>	Properties (usually Supported Housing) that are managed by another organisation as part of an agreement with us.
<b>Decant</b>	Where a tenant is moved out of their property into temporary accommodation in order that works can be done. Once the work is completed they move back.
<b>Environmental Health Notice</b>	A Notice is issued by a Local Authority to the landlord of a property which has an Environmental Health related issue, requiring them to take action to rectify the problem e.g. pest infestation, disrepair etc.
<b>Orchard/arcHouse</b>	The Housing Management database system used by most of the Circle Anglia group to store information about properties and residents.
<b>Schedules of Rates</b>	A Schedule of Rates (SOR) is a list of prices and rates for different repair jobs, set out as part of the contract between a contractor and an RSL.
<b>Service Level Agreements</b>	A Service Level Agreement (SLA) is an agreement concerning a measurable level of service between the service provider and the service receiver.
<b>UDC</b>	User Defined Code – an alert within the Orchard system used to issue warnings on a number of topics, for example the presence of Asbestos.

## Related Documents

Document	Link
<b>Connected Policies:</b>	<a href="#">Asbestos Management Plan</a> <a href="#">Asbestos Management Policy</a> <a href="#">Complaints</a> <a href="#">Customers who pose a risk to safety</a> <a href="#">Cyclical and Planned Maintenance</a> <a href="#">Property Alterations and Improvements</a> <a href="#">Recharges</a>
<b>Forms and Letters:</b>	
<b>Leaflets:</b>	<a href="#">Day-to-day repairs</a> <a href="#">Contractor code of conduct</a>
<b>Other:</b>	<a href="#">Pre-action protocol</a>

## Version history

<b>Version no.</b>	1	<b>Date effective:</b>	November 2006
<b>Full / partial review?</b>	n/a		
<b>Brief summary of changes:</b>	n/a		
<b>Staff consultation (teams):</b>	Staff, SMPRG		
<b>Resident consultation:</b>	Have Your Say, OF HS, OF TML		
<b>Signed off by:</b>	Group Policy Forum, 23 <sup>rd</sup> October 2006		
<b>Author:</b>	Jason Christensen, Policy Officer		

<b>Version no.</b>	2	<b>Date effective:</b>	March 2008
<b>Full / partial review?</b>	Full		
<b>Brief summary of changes:</b>	Includes more detail, as well as policy on disrepair, pests, major works and decants. Procedure has been added		
<b>Further changes:</b>	August 2008: Policy updated to reflect increase of home loss payments for permanent decants to £4,700.		
<b>Staff consultation (teams):</b>	<ul style="list-style-type: none"> <li>▪ SMPRG</li> <li>▪ Property teams at Circle 33, Old Ford, South Anglia, Wherry</li> <li>▪ Customer Service teams at Circle 33, Old Ford, South Anglia, Wherry</li> <li>▪ Health and Safety (Robert Brown, Brookie F-J)</li> <li>▪ Central Asset Management team</li> <li>▪ Support Initiatives (Martina Rooney, Richard Erbe)</li> </ul>		
<b>Resident consultation:</b>	To be completed when group-wide review carried out early 2009.		
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<b>Author:</b>	Abi Patience, Policy Officer		

<b>Version no.</b>	3	<b>Date effective:</b>	December 2009
<b>Full / partial review?</b>	Full review		
<b>Brief summary of changes:</b>	Integration of new group partners Decants section removed, see new Decants policy. Appendices for statute, alternative dispute resolution and local difference added.		
<b>Staff consultation (teams):</b>	Stock Investment and Asset Management Innovations Group 5 <sup>th</sup> June and 11 <sup>th</sup> September 2009. SMPRG 9 <sup>th</sup> July and 10 <sup>th</sup> November 2009 Neighbourhood, Property and Continuous Improvement teams from across the group.		
<b>Resident consultation:</b>	Circle 33 – 12 <sup>th</sup> August 2009 EPIC Eastern Policy Forum 30 <sup>th</sup> July /12 <sup>th</sup> August 2009		

	<p>EPIC London Policy Forum 29<sup>th</sup> July 2009          Leaseholders by email          Russet TRUG group 1<sup>st</sup> September 2009          South Anglia Residents Forum 29<sup>th</sup> September 2009          Wherry Policy Review Day 10<sup>th</sup> August 2009          Changes made:          Greater considerations of vulnerability when addressing responsibility for a repair. Adding landlord discretion to carry out repairs on behalf of their residents 3.3-3.6          A list of the things to consider when deciding whether a resident is vulnerable and needs their repair to be prioritised 4.10 – 4.12          Clearer information and emphasis on fairly assessing the cause of the pest infestation and making it clear who's responsibility it is to remedy the situation - section 13.          Practical considerations that were raised by the residents and service users consulted will be circulated to property management teams across the group.</p>
<b>Signed off by:</b>	Group Policy Forum, 26 <sup>th</sup> November 2009
<b>Author:</b>	Amy Carter, Policy Officer