



# Repairs Policy

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## **1. Introduction & purpose**

Colchester Borough Homes aims to provide a value for money repairs and maintenance service, which at a minimum meets statutory, contractual and service standard obligations.

## **2. Policy Statement**

We aim to provide a repairs and maintenance service that:

- Ensures all our homes are maintained to the standards required by law.
- Is reviewed and developed in partnership with our customers.
- Ensures properties remain in good condition.
- Is cost effective, and
- Is supported by local standards developed in partnership with residents.

Within the framework of this policy we will take responsibility for:

- Keeping the structure and outside of the home in good condition.
- The main services such as plumbing, heating and electricity.
- Shared entrances, halls, stairways, lighting in shared areas, shared aerials and fire-safety equipment. Leaseholders have to pay towards the cost of planned maintenance. We will add the costs of this work to your service charge, which you pay every three months.
- Servicing gas appliances such as boilers and fires annually.

### **3. Repair priorities**

#### **3.1 Emergency repairs – target time 24 hours**

We will treat a repair as an emergency if waiting until the next working day to deal with it would:

- Put people in danger or make your home unsafe;
- Damage the property or make existing damage worse; or
- Create unreasonable risk, suffering or difficulty.

#### **3.2 Urgent repairs – target time 3 working days**

We will treat repairs as urgent if they consider that they need to be carried out quickly to stop a problem getting worse or to stop the problem affecting other people.

#### **3.3 Routine Repairs – target time 21 working days**

Routine repairs are those which only cause minor inconvenience and have little effect on the property if the repair is not undertaken more quickly.

#### **3.4 Programmed Repairs – target time 3 months**

These are repairs that fall outside of the responsive repairs requirements and can be grouped under a contract to ensure efficiencies in procurement. These repairs will not cause significant inconvenience to the resident or contribute to further deterioration of the property.

A comprehensive listing of repairs typically falling into these categories is provided within our Repairs Guide.

#### **4. Flexibility for vulnerable tenants**

Where possible we will offer some flexibility to vulnerable tenants. Under the Equality Act 2010 vulnerable tenants are defined as:

- Tenants with a disability
- Pregnant women
- Tenants who have young children
- Older tenants

This is a general guide and the list is not exhaustive.

#### **5. Reporting repairs**

We will provide residents with a number of ways to report repairs and will promote these to residents. Consideration will be given to ensuring that different people's needs are met when reporting repairs.

#### **6. Tenant improvements**

We will recognise the tenant's right to make improvements to their home. The work will have to be carried out to our standards and we reserve the right to inspect and recharge if necessary.

#### **7. Adaptations**

We will refer tenants to the adaptations service for an assessment from an occupational therapist where appropriate. Full details can be found in the Adaptations Policy.

#### **8. Asbestos**

We will carry out a risk assessment if we know there is asbestos in a home. We will inform all tenants in writing if there is asbestos in their home. Full details are contained in our Asbestos Management Strategy.

## **9. Leaseholders**

We are not responsible for repairs to leaseholders' homes. Leaseholders have to pay towards the cost of planned maintenance. We will add the costs of this work to service charges, which are paid every three months.

## **10. Rechargeable repairs**

We will recharge for repairs if they have to be carried out due to negligence by the tenant. Full details are set out in the rechargeable repairs policy.

## **11. Right to Repair**

As part of a tenant's 'right to repair', the Government has set out a list of repairs which they say have to be done within a time limit. These repairs are called 'qualifying repairs'.

The law says that tenants can claim compensation if the landlord does not carry out a qualifying repair within the time limit.

Examples of right to repair jobs and their limits:

- leaking water or heating pipe, tank or cistern 1 working day
- toilets that do not flush (if only one toilet) 1 working day
- total loss of electric power 1 working day
- blocked sinks or baths 3 working days
- broken handrail or banisters 3 working days
- leaking roofs 7 working days
- door entry phone not working 7 working days

If the landlord does not finish these types of job within the set time limits, the residents can tell the landlord to finish the repair or tell a contractor to do it, although they will have the same amount of time that the landlord had to do the job.

If this contractor still does not finish the job, the resident may be entitled to compensation of between £10 and £50. This only applies to work costing less than £250 and if they have provided reasonable access.

More details about the right to repair are available from [www.communities.gov.uk](http://www.communities.gov.uk).

## **12. References**

- Housing Act 2004
- Landlord and Tenant Act 1985
- Commonhold and Leasehold Reform Act 2002
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Defective Premises Act 1972
- Building Regulations Act 1984
- Gas Safety (Installation and Use) Regulations 1998
- Housing Health and Safety Rating System 2006
- Environmental Protection Act 1990

## **13. Related Documents**

- Adaptations Policy
- Asbestos Management Strategy
- Asset Management Strategy
- Repairs Guide
- Rechargeable Repairs Policy

## **14. Consultation**

We consulted with tenants, leaseholders, Colchester Borough Council and senior managers within Colchester Borough Homes in the development of this policy.

The draft policy was considered by the Property Services Consumer Panel in January 2014 and the Repairs and Gas Operational Group January 2014.

## **Appendix 1 - Landlord & Tenant Act 1985 - Section 11**

The Act requires all landlords to keep their tenanted properties in repair, that is:

- to keep up the standard of repair throughout the tenancy and to put the premises into repair if they were not in repair at the start of the tenancy. It includes an obligation to make good any damaged decorations or redecorate after completing any repair work. Repairing any defects can mean that sometimes the landlord has to completely renew or replace part of the structure if merely repairing the defect is not going to provide a practicable or lasting remedy for the disrepair.

The 'structure and exterior' includes:

- the walls, windows, roof, the access steps and path to the property and in some cases the internal wall plaster. External render and joinery will also be treated as part of the exterior. Gutters, drains and external pipes are expressly included.

The obligation for landlords to keep installations in repair and in proper working order means:

- the installations for supply of water, gas, and electricity and installations for sanitation, space heating and heating water. The repairing obligation covers the installations which are actually in the premises. For all tenancies which began after 15 January 1989, a landlord is obliged to keep in repair and proper working order any installation which directly or indirectly serve the premises if it forms part of the building in which the landlord holds an estate or interest or the landlord owns or has under his/her control.

## Document Control Sheet

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## Document Amendment History

<b>Version</b>	<b>Type</b>	<b>Date</b>	<b>Brief Description of changes</b>
1.0	New	January 2010	New policy
1.1	Minor amendments	April 2014	New format