



# Repairs and Maintenance Policy

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## 1. Introduction

1.1 This policy outlines Oadby & Wigston Borough Council's responsibilities for carrying out various works to the Council's owned housing and is divided into two distinct sections, Responsive Repairs and Asset Management. The work of these two sections will fall into one of the following categories:

- Responsive Repairs
- Planned Works
- Cyclical & Compliancy Works
- Void Works

1.2 A responsive repair is a repair by or on behalf of a tenant or leaseholder, and is a repair to something that is already present within or around the property. These repairs are normally something that can't wait and therefore cannot be planned or included in a longer-term investment programme.

1.3 Planned works are those which are carried out when a component of the property (e.g. a kitchen, a roof, a boiler) has reached the end of its estimated lifecycle and needs replacing. In addition to information held on our systems, information obtained from surveys and inspections that we carry out on a regular basis is also used to create these programmes.

1.4 Cyclical works are those that are carried out on a periodic timeframe (e.g. external redecorations and servicing) and Compliancy is a term used to describe maintenance works and repairs which are required to meet any regulatory, legislative or Health & Safety requirements (e.g. Gas servicing, Electrical testing, Legionella, Fire protection, Stair lifts etc).

1.5 Void works is a term used to cover all works required to bring an empty property to a relet standard before a new tenant or leaseholder moves into the property. This is in line with the Council's re-let standard – **See Appendix 1**. This could be a new or improved property where a previous tenant or leaseholder has given notice, an abandoned property or a property becoming vacant following the death of a tenant or leaseholder.

## 2. Scope and Standards

2.1 The Council aims to provide a Repairs & Maintenance Service that:

- Meets high standards of customer service
- Ensures that properties are repaired to a reasonable standard
- Ensures that planned works programmes are scheduled appropriately and within budget
- Ensures that cyclical and compliancy works are completed within time
- Fulfils its statutory duties and complies with the laws regarding repairs and maintenance
- Gives value for money and is sustainable

2.2 To achieve this, the Council will:

- Meet our commitments within the Council Corporate Plan
- Carry out repairs in one visit where possible
- Arrange appointments to inspect and carry out work where necessary
- Set appropriate standards for the quality of work of our staff and our contractors
- Ensure that repairs and maintenance work is carried out in accordance with health and safety legislation
- Operate a system of quality assurance through the use of pre and post inspection by suitably qualified staff, and by conducting tenant or leaseholder satisfaction surveys
- Consult with residents where needed and possible
- Publish planned works and servicing programmes
- Set and regularly monitor key performance targets
- Continually monitor and manage the repairs and maintenance budget
- Continually monitor and performance manage contractors

### **3. Performance and Monitoring**

3.1 Feedback from customers on the quality of the service received is important to the Council to help in the continuous improvement of the service. Regular and random customer satisfaction surveys will be carried out following the completion of a repair and this data will be used to shape the service improvements in the future.

3.2 We will look to provide an early resolution to our tenants or leaseholders where possible by reviewing a decision prior to a formal complaint being submitted. The review of the decision will be undertaken by council officers that were not involved in the original decision making process.

3.3 Any tenant or leaseholder who feel's aggrieved or that they have been treated can make a complaint in accordance with our Council's complaints procedure.

3.4 To ensure that the Council maintains a high service standards, we will monitor the effects of this policy using a range of key performance indicators. Performance data will be shared on a regular basis with management, tenants and leaseholders.

### **4. Legal and Regulatory Framework**

4.1 This policy is based on the Council's legal obligations as a landlord and the Tenancy Conditions. The main legislation related to this policy is listed below:

- The Landlord and Tenant Act 1985
- Environmental Protection Act 1990
- Environment Act 2021
- The Secure Tenant or leaseholders of Local Housing Authorities (Right to Repair) Regulations 1994
- Leasehold Reform, Housing and Urban Development Act 1993
- The Regulatory Reform (Fire Safety) Order 2005

- Control of Legionella – Health and Safety Executive (HSE) Approved Code of Practice (ACOP) L8
- The Control of Asbestos Regulations 2012
- The Lifting Operations and Lifting Equipment Regulations 1998
- Electrical Safety at Work Regulations 1989
- Gas Safety (Management) Regulations 1996
- The Construction (Design and Management) Regulations 2015

## **5. Tenant or Leaseholder Responsibilities**

- 5.1 The Tenancy Agreement sets out which repairs tenants or leaseholders are responsible for. This makes it clear that if the tenant fails to carry out his/her responsibilities covered in their tenancy agreement, any costs incurred by the Council to undertake repairs or maintenance work to the property will be recharged to the tenant.
- 5.2 The tenant's responsibilities for looking after their home are outlined in the Tenancy Agreement, specifically within the following sections:
- Section 6 – Repairs and Maintenance
  - Section 10 – Gardens
  - Section 11 – Boundaries, Paths and Driveways
  - Section 13 – Use of Communal Areas
- 5.3 The leaseholder's responsibilities for looking after their home are outlined in the Leaseholder Agreement.
- 5.4 The tenant or leaseholder is responsible for any damage, caused due to neglect or abuse of the tenant or leaseholder, a member of their family, visitors or pets.
- 5.5 The tenant or leaseholder also has a responsibility to inform the Council of any repair issue that may need attention so as not to incur more damage within the property.

## **6. Council Responsibilities**

- 6.1 Oadby & Wigston Borough Council is responsible for keeping the structure and outside of the property in good repair.
- 6.2 The Council will deliver services that do not unfairly discriminate on any basis.
- 6.3 Every year, by law, the Council must ensure all gas appliances and flues fitted by the Council are maintained in a safe condition by carrying out an annual safety check. These checks are recorded and the tenant or leaseholder will be given a copy of that record.
- 6.4 Every 5 years, the Council will ensure an electrical safety inspection is completed. These checks are recorded and the tenant or leaseholder will be given a copy of that record.

## **7. Inspections**

- 7.1 Some jobs will require an inspection before the repair appointment can be arranged, to establish the extent to the works. These will be where the scope of the job is not known or if the diagnosis given by the tenant or leaseholder is not detailed enough. Such inspections will be carried out by a Council Inspector or a nominated contractor.
- 7.2 Inspections of repair problems could be carried out in the following circumstances:
- a) The repairs cannot be properly diagnosed without an inspection
  - b) The defect is one that is commonly diagnosed incorrectly
  - c) The repair will require a detailed specification
  - d) The item has been recently repaired
  - e) The property has been the subject of an unusually high number of repair requests
  - f) The repairs may be rechargeable to the tenant or leaseholder as a result of damage or neglect
  - g) The repair is likely to cost over £500
- 7.3 We will aim to inspect repairs within 10 working days of the report being received from the tenant or leaseholder. Appointments will be arranged at the time of the repair being reported, where possible.

## **8. Appointments**

- 8.1 An appointment will be offered for responsive repairs that are in the 'right to repair' or 'routine' categories and we will endeavour to complete the repair on the first visit. There may be circumstances when this is not possible.
- 8.2 For right to repair issues, there are timeframes that need to be adhered to, and therefore an appointment will be allocated and the tenant or leaseholder will be expected to make themselves available.

## **9. Forced Entry to Complete Repairs**

- 9.1 We may require access to tenant or leaseholders' properties in an emergency and will make all reasonable efforts to contact the tenant or leaseholder or their representative to arrange access. We will provide not less than 24 hours' written notice to the tenant or leaseholder before attempting entry unless there is a serious and immediate risk to safety.
- 9.2 We will only enter a residence without permission or lawful authority in extenuating circumstances and with the agreement with a Senior Manager of the Council. We will in all cases of access ensure that the property is secured and the tenant or leaseholder is able to gain access without delay and will make arrangements to repair any damage caused by entering the home.

## 10. Out of Hours Service

- 10.1 The Council operates an Out of Hours Service, to deal with emergencies that occur outside of normal working hours.
- 10.2 No work will be completed during the out of hours call out unless it is a genuine emergency, and the Council will only 'make safe' and arrange follow up works the next working day if needed.

## 11. Responsive Repairs

- 11.1 For responsive repairs, our aim is to complete the repair right first time.

### 11.2 Emergency

We will respond within 4 hours and make safe (including out of hours). This category is used when there is an immediate danger to a person or serious risk of damage to the property. A follow up appointment will be booked if further work is required.

### 11.3 Urgent

We will respond within 5 working days. The tenant or leaseholder will be advised of the time and date of the appointment.

### 11.4 Routine

We will book an appointment with the tenant or leaseholder within 25 working days. Follow-up work may require an additional appointment.

- 11.5 If it is not a Responsive Repair then it is likely to be a Planned Works Programme.

## 12. Right to Repair

- 12.1 The Secure Tenant or Leaseholders of Local Housing Authorities (Right-to-Repair) Regulations 1994 came into force on 01 April 1994. It places an obligation to landlords to carry out some small urgent repairs if they are likely to affect someone's health, safety or security.
- 12.2 Right to repair only includes repairs that cost less than £250. These are described in law as 'qualifying repairs' and must be carried out within a set time limit - **See Appendix 2**.
- 12.3 The time limits do not apply if the cost of the repair is more than £250. If the repair is not carried out within set time limits, the tenant or leaseholder has the right to ask the Council to get an alternative contractor to do the work. If the second contractor does not complete the work within the extra time allowed, compensation may be payable.

### **13. Planned Works and Maintenance**

- 13.1 Oadby & Wigston Borough Council will maintain all of its properties in good condition through responsive repairs and programmes of planned works. We will carry out regular surveys of our properties which will be used to plan a programme of works and we will consult with our tenants.
- 13.2 Estimates are based on a minimum lifecycle and no replacements will be considered until the component reaches its minimum expected life cycle. Near to the end of the expected life cycle, the Council will contact the tenant or leaseholder to arrange an inspection of the component at which point the surveyor will decide whether a replacement is needed at that point in time. If a component does not need replacing, the surveyor will estimate a revised life expectancy and the Council's systems will be updated. No replacements will be made if there is sufficient life left in the component or if the life expectancy can be extended by way of minor repair.
- 13.3 The Council will notify the tenant or leaseholder well in advance of any planned work programmes taking place and will ensure that the tenant or leaseholder is kept up to date with all relevant information, including timescales. Should the tenant or leaseholder refuse for the work to be undertaken, or if they make accessing the property difficult for the Council or its contractors in order to complete the work they will be removed from the planned works programme.

### **14. Void Property Repairs**

- 14.1 To ensure that void rent loss is kept to a minimum, the process of selecting a new tenant for a property will begin as soon as possible after a tenancy termination notice is received from the outgoing tenant or the Council is made aware that the property is becoming vacant.
- 14.2 The Council will, wherever possible, inspect properties becoming vacant, both prior to and following the termination of a tenancy.
- 14.3 Once written notice has been received, a pre-termination visit will be undertaken. This visit will determine the condition of the property and highlight any repairs that the tenant will be required to undertake before leaving the property.
- 14.4 At this stage if the tenant has undertaken their own improvements, where permission has not been authorised, the inspecting officer will look for damage to the property. If the outgoing tenant is advised that they need to remove the improvement works they are liable for all costs associated with returning the property to the original state.
- 14.5 A post-termination inspection will be undertaken on all void properties as soon as possible after the tenant leaves. The purpose of this inspection will be to:
- Ensure the property is empty, and to remove any items that pose a risk to the health and safety of prospective tenant(s) or contractors



- Determine whether prospective tenants can be allowed to view the property
- Ensure the property is secure and change the front and back door locks
- Identify any outstanding disrepair which may be the responsibility of the previous tenant
- Arrange for electrical appliances and installations to be checked
- Identify if the property requires a pre-clean or other works before the prospective tenants can view
- Identify any major repairs
- Identify works needed to comply with health and safety requirements
- Identify necessary repairs which are required to enable a property to be let as soon as possible
- Where necessary, to cap off the gas

14.6 In the event of a deceased tenant, where there are recharges calculated a charge will be made against the state.

14.7 The outgoing tenant is responsible for removing all personal possessions from the property, but there could be instances where the tenant fails to give notice (either as result of eviction or abandonment) and belongings are left in the property. The Council does not take responsibility for any items left on its land.

14.8 The Council will service a notice under the Miscellaneous Provisions Act advising that there are personal belongings in the property and upon expiry of the notice any belongings in the property will be treated as abandoned.

14.9 The Council may recharge any outgoing tenant for the costs incurred as a result of storing or disposing of goods, making good or renewing any damage caused to the property (outside of normal wear and tear), undertaking repairs to poorly fitted tenant improvement works and for clearing any rubbish and/or belongings that have been left at the property.

14.10 The Council will make every reasonable effort to contact the previous tenant to inform them of any outstanding items for which they will be recharged. Further information on rechargeable items are contained in the Recharge Policy.

## **15. Right to Buy**

15.1 The Council has no obligation to carry out certain repairs and maintenance work once a property is subject to a Right to Buy application and will only carry out emergency or urgent works to the property. These are limited to repairs required by law:

- Repairing and maintaining the structure and exterior of the property
- The landlord's heating and hot water appliances
- Pipes and wiring within the property
- Sanitary ware

## Appendix 1 – Re-let Standard

### Kitchen

- The sink-top and work surfaces will be in a clean and hygiene condition
- All units will be secure and doors and drawers will operate satisfactorily
- The water supply will be working
- The number of storage cupboards will depend on the size of the kitchen. The storage space will consist of wall and floor units
- Tiled areas will be sealed and free from cracked/broken tiles
- There will be a safe and compliant cooker space with a suitable gas and electric point if both are available. It is the incoming tenants responsibility to arrange the connection of the cooker by a suitably qualified person
- There will be a minimum of two double electrical sockets or four single sockets
- Where appropriate we will provide a space for a cooker, fridge and, washing machine with plumbing, taps, and waste. The connection of the washing machine and installation of the cooker is the tenants responsibility
- The kitchen floor will have a washable clean floor covering

### Decoration

- The redecoration of the property is the tenants responsibility, including filling small holes and cracks

### Doors, internal woodwork, windows and glazing

- All fire doors will be checked to meet agreed standards
- All internal and external doors will operate correctly and be fit for purpose
- The locks to all external doors will be changed
- All glazing will be intact and all windows that are designed to open will be in working order
- Where restrictors are required these will be installed (1<sup>st</sup> floor and above)

### Ceilings and walls

- Visible plasterwork will be of a decorable standard
- We will remove any polystyrene tiles throughout the property
- All walls and ceilings will be free from damp or mould
- Graffiti will be removed or decorated over (decoration vouchers may be provided)

### Floors and stairs

- Floors will be even and free from tripping hazards
- The flooring in the kitchen and bathroom will have clean and washable covering
- Timber floors will be secure and in acceptable condition
- Solid floors will have no major ongoing defects
- Stairs will have safe and secure handrails and balustrades

## **Bathroom and toilet**

- All existing bathroom elements will be operational and free from leaks
- All glazed tiled areas will be correctly sealed and free from cracked or broken tiles
- All toilets will work properly, and be securely fixed
- All extractor fans will be serviced and operational

## **Heating and mains service**

- If the property has a gas supply, we will have the gas and any appliances tested in line with current gas safety regulations to make sure they are safe and in working order
- We will give you a copy of the landlord's gas safety certificate and let you know where the emergency control valve is when you sign the tenancy agreement
- The mains water supply will be left working, the main stop tap (also called stopcock) will be checked and left operational. We will let you know where it is on the sign up visit
- We will have the electrical supply checked in line with the National Inspection Council for Electrical Installation Contractors (NICEIC) inspection procedure
- Appropriate smoke alarms will be installed at the property
- Any CO2 requirements will be completed

## **Outside**

- Recognised access paths will be left safe and hazard free
- External health and safety hazards will be removed
- Boundaries will be clearly defined
- Existing fencing installed by the Council will be repaired/replaced
- Roofs, walls, gutters and downpipes will be safe and in working condition
- We will remove rubbish from the front and back gardens, bin stores and any sheds
- We will remove sheds, greenhouses and other similar garden structures unless they are in good condition. In the event that any of these items are left, the ongoing maintenance and replacement of these items would become the tenants' responsibility
- We will cut back any overgrown hedges, lawns and trees to an acceptable height. The ongoing maintenance and replacement of these items including trees would become the tenants' responsibility

## **Cleaning**

- The property will be clean and free from rubbish including the loft space
- Surfaces and cupboards will be cleaned
- Kitchen and bathroom floors will be mopped
- The sink, wash hand basin, bath/shower and toilet seat will be sanitised
- WC seat will be replaced
- Shower curtain, head and hose will be replaced

## Appendix 2 – Right to Repair Timescales

Defect	Prescribed Period (in working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 <sup>st</sup> October and 1 <sup>st</sup> May	1
Total or partial loss of space or water heating between 30 <sup>th</sup> April and 1 <sup>st</sup> November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached bannister or hand rail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7