

<b>Policy Summary: Responsive Repairs, Planned Programs and Disrepair Policy</b>	
<b>This policy covers:</b>	This Policy covers all aspects of BHA's responsive repairs, planned and cyclical programs, and disrepair
<b>Who has overall responsible for ensuring we comply with the policy?</b>	Asset Manager
<b>Who is involved in implementing this policy day-to-day, and how?</b>	Assistant Property Manager
<b>The key actions we need to take under this policy are:</b>	To ensure a tenant facing repairs service, a planned programme of works to our properties and 100% compliance as required by law
<b>The KPIs associated with this policy are:</b>	<p><b>See Appendix Four for full information.</b></p> <p><b>Consumer Standards – Neighbourhood and Communities</b> SE2</p> <p><b>Consumer Standards – Safety and Quality</b> SE1, SE2: Health and Safety SE3: Adaptations – SE1, SE2, SE3, SE4 and SE5:</p> <p><b>Consumer Standards – Transparency, Influence, and accountability</b> Diverse needs SE1, SE4, SE3: Information about Landlord services - SE1</p>
<b>Policy approved by:</b>	Board
<b>Due to be reviewed:</b>	Reviewed every three years
<b>Related policies:</b>	<p>Damp and Mould Pest Control Equality, Diversity, and Inclusion Reasonable Adjustments Complaints Decant Home Loss, Disturbance and Compensation Safeguarding Hoarding Data Protection Home and Void Standard Asset Management Strategy No Access Procedure Out of Hours procedure Gas Safety Policy Health and Safety Policy Recharge Policy Training Policy</p> <p><b>Publications</b> Building Safety Booklet Repairs Booklet</p>

## **1. Introduction**

1.1 This policy sets out BHAs approach to responsive repairs in our tenants' homes and communal areas, rechargeable repairs, disrepair, planned and cyclical works and the right to repair.

1.2 Our aim is to have well maintained homes that meet the diverse needs of our tenant base and enable us to deliver our strategic aims and visions.

1.3 We aim to ensure our stock is well maintained, of good asset value, and is a place our tenants are proud to call home.

1.4 We plan to maintain long term sustainability and successful occupancy of our homes and ensure the long-term viability of BHA.

1.5 This policy will ensure BHA adheres to all required legal and regulatory requirements.

1.6 This policy will also set out BHA's and tenants' responsibilities within our homes, enabling us to provide a seamless, high-quality and tenant -focused service for all.

1.7 We aim to provide an excellent, trustworthy, and reliable service to all our tenants and to treat all feedback as a learning opportunity to improve services.

1.8 This policy is to be read in conjunction with our Health and Safety Policy, Home Standard and Void Standard, all of which ensure all compliance requirements are met, that tenants' homes are safe, that our staff and contractors can work safely in these homes and the expected standards required in our homes.

## **2. Scope of the Policy**

2.1 The policy applies to all homes and communal areas where we have a responsibility for repairs under statute, regulation, or contractual obligation e.g., our tenancy and licence agreements.

2.2 This policy will feed into our Asset Management Strategy and works in conjunction with our Health and Safety Policy.

2.2 This policy applies to all staff, contractors and external agencies acting on our behalf.

### **Our obligations are to:**

- Ensure our homes are maintained to BHA's Home Standard, which exceeds the Decent Homes Standard
- Deliver a service that is tenant focussed and gives priority to damp, mould, health and safety.
- Work in partnership with tenants
- Achieve high standards of service delivery and tenant satisfaction.
- Meet legal and contractual obligations.
- Provide value for money in terms of cost and quality.
- Provide a service that reflects our commitment to equality of access to the repairs service and to consider the needs of vulnerable groups.
- Manage and monitor contractor performance to ensure repairs are conducted within stated timescales.

- Monitor and measure tenant feedback to continuously improve service delivery and manage expectations.

### **3. Legislation and Regulation**

3.1 Below is a list of regulation and law BHA must comply with when delivering our repair service:

- Defective Premises Act 1972
- Housing Act 2004
- Landlord & Tenant Act 1985
- Environmental Protection Act 1990
- Electrical Equipment (Safety) Regulations 1994
- Gas Safety (Installations and Use) Regulations 1998
- Decent Homes Standard
- Homes (Fitness for Human Habitation) Act 2018
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- Fire Safety Act 2021 and Fire Safety (England) Regulations 2022
- Building Safety Act 2024
- Equality Act 2010
- Pre-Action Protocol for Housing Condition Claims (England)
- Any other relevant legislation in which we are legally bound to follow when providing a repair service.
- Consumer Standards
- Tenant Satisfaction Measures

### **3.2 Our Key Principles**

**We will:**

- Ensure our tenants' homes are safe, warm, and secure.
- Make reporting repairs as straight forward as possible, through a multitude of channels.
- Complete repairs as in as few visits as possible and to a high standard.
- Keep our tenants informed of the progress of their repairs, including any changes or follow on works with follow on works rebooked on site with the tenant where possible.
- Where BHA are responsible for the repair, make appointments at a mutually convenient time, at the time the repair is reported for all internal non-emergency works and pre-inspections.
- Treat tenants and their homes with courtesy and respect.
- Clean up after work and follow safe working practices.
- Rebook any appointment cancelled by us at the tenant's convenience.
- make every effort to inform the tenant of potential changes to an appointment at the earliest opportunity.

- Only close jobs when all appointments relating to that item of work are completed.
- only use contractors who are committed to providing high quality work and are suitably qualified and experienced to complete the work they have been asked to do.
- take steps to recognise any additional support requirements our tenants may have, and where necessary make reasonable adjustments to our approach to support these and ensure they have equitable access to our services.

#### **4. Planned and Cyclical Works**

4.1 Planned maintenance is the structured planning of replacement components in our homes, taking account of the expected life of the component, and the replacement costs, and to support our long-term investment needs for our property assets.

4.2 Our aim is to also produce a planned investment programme for each building.

4.3 We will take opportunities to improve the energy efficiency of our homes when we complete planned works.

4.4 From time-to-time larger responsive repairs that are not urgent could be deferred to a planned programme of works.

4.5 We undertake a stock condition survey of all our properties every 5 years, ensuring this covers all required components.

4.6 The 30-year financial plan based on these lifecycles informs the long-term requirements in our stock. These are a core element of the Asset Management strategy and the framework for future investment.

4.7 Cyclical maintenance is the inspection, maintenance, and servicing on an agreed, regular cycle. The aim is to slow down the rate of decay of fabric and components, prolonging their life. It includes cyclical Health & Safety requirements for compliance.

4.8 The Planned Maintenance and Cyclical programmes will be procured in line with our Procurement Policy, to ensure value for money and compliance with the procurement regulations.

4.9 To facilitate these programmes we will:

- Hold a comprehensive stock condition database and regularly survey homes to ensure the data is kept up to date, through various formats including Staying Connected visits.
- Update the database when components are replaced through Planned or Cyclical programmes, and through general repairs.
- Maintain a good standard of specification in the design of planned maintenance as set out in our Homes Standards
- Consult and involve our tenants on all cyclical works.
- Ensure statutory duties in respect of health & safety are followed.

#### **5. Disrepair and Right to Repair**

## Disrepair

5.1 Our aim is always to avoid a disrepair where possible by making sure our homes are kept to a good standard of repair; repairs are completed in our agreed timescales and communication with our tenants is paramount. However, from time-to-time we tenants will decide to raise a disrepair claim.

5.2 Disrepair is a common term that suggests a property has fallen into a poor state that it is no longer fit for human habitation (Fitness for Human Habitation Act). According to the law, BHA are responsible for addressing such issues. If BHA does not do so, tenants have the choice to seek assistance from solicitors to pursue a housing disrepair claim.

5.3 The Pre-action Protocol for Housing Conditions Claims applies to all civil claims and counterclaims on residential properties in England, brought by tenants, in relation to disrepair and fitness for human habitation.

5.4 The Protocol sets out specific procedures and timetables that must normally be adhered to from the date the letter of claim is sent. The court expects the parties to a claim to follow the Protocol as far as possible and can take into consideration unreasonable non-compliance when making management direction or costs orders.

5.5 The Protocol states that efforts should be made to resolve disputes over disrepair before starting court action.

5.6 Both the court may require tenants and BHA to provide evidence that alternative dispute resolution has been actively considered.

Where possible, tenants/claimants should:

- consider using mediation or other forms of alternative dispute resolution.
- use landlords' official complaints procedures.
- use the [right to repair scheme](#) or [complain to the Ombudsman](#) local authority environmental health department

5.7 An expert (such as a surveyor) might need to inspect the premises to assess and provide evidence of disrepair. Tenants and BHA must give reasonable access to the property. Where possible, the parties are encouraged to either:

- provide a single set of instructions to a joint expert.
- provide separate instructions to a single joint expert.
- arrange an inspection by separate experts at the same time.

5.8 BHA in some cases are ordered to pay the tenant's legal fees, experts' fees, and loss of earnings if the tenant's claim is successful. Plus, the works completed in required timescales and any home, loss, or disturbance payments.

5.9 If either party does not comply with the protocol or is considered to have conducted themselves in an inappropriate manner, the court will expect an explanation and may decide to reduce the costs awarded accordingly.

5.10 These processes should have continuing emphasis on ensuring that the tenant: is kept informed; feels that BHA are taking the issue seriously; and is assured that the matter is progressing.

## Right to Repair

5.11 BHA will honour its statutory responsibilities under: Right to Repair provision at Section 121, Leasehold Reform, Housing and Urban Development Act 1993.

5.12 This pertains to essential repairs under £250 which are not dealt with by BHA within a specified timescale. Please see Home Loss, Disturbance and Compensation Policy for further details

## **Procedures:**

### **6. Responsive repairs**

6.1 Responsive repair is a maintenance activity where we restore something damaged, faulty, or worn to a good condition in response to a report. This type of repair is also known as emergency, reactive, routine or day to day repairs.

6.2 Our aim is complete repairs on the first visit to the satisfaction of the tenants> Sometimes this is not possible and an open dialogue and communication with the tenant in the follow up work is essential.

6.3 We will provide a responsive repairs service to tenants and this procedure will inform the target response times, quality control measures, tenant feedback and how to complain or compliment the service delivery.

6.4 To ensure we are looking at the needs of all our tenants and stock, from time to time we will look at tenants that do not report repairs within a timescale and contact them to ensure they have no repairs or damp and mould to report.

6.5 We will also investigate any trends of repairs and look at any wider root causes and plan extensive works where required.

6.6 Staying Connected visits will take place in each property regularly, these visits will look at the property, looking for damp and mould, repairs, damage, condition of kitchens and bathrooms. At the visit BHA will take pictures and use the index of decent homes required standards and grade the properties and report back any actions.

### **7. Repair timescales (see Appendix 1)**

7.1 To prioritise repairs, we will establish the urgency of the repair request. Following on from this the below are guidelines for completions times.

- Emergency repairs - Within 24 hours of report
- Urgent repairs - Within 5 working days of report
- Routine repairs - Within 20 working days of report

### **8. Out of hours – (See Appendix 2)**

8.1 An out of hours service, is a make-safe service outside of office operating times. Islington and Shoreditch Housing Association (ISHA) take all BHA out of hours calls. They will then assess the situation and request for a contractor to attend to make safe the repair.

8.2 Gas out of hours are managed by Boilercare and is a make safe provision only unless a vulnerable tenant is identified and requires heating and/or hot water.

8.3 Any gas leaks need to be reported to Cadent on 0800111999 information can be found on [What to do if you smell gas - Cadent Gas Ltd](#)

## **9. Tenant responsibilities – (See Appendix 3)**

9.1 As part of the formal tenant induction and sign-up process tenant repair responsibilities are explained. They are also listed in the tenancy agreement; a Tenant Repair Responsibilities Handbook will be given to the tenant and is published on BHA's website.

## **10. Tenant involvement and communication**

10.1 BHA actively encourage tenant involvement and dialogue. This is done using various forms of communication. From time-to-time tenants will be invited to review services which includes the repairs service.

10.2 Tenant satisfaction is an essential element to the smooth running of the repairs service delivery. It is used to improve the services and safety. It is also one of the Key Tenant Satisfaction Measures.

10.3 Tenant satisfaction surveys will be sent to tenants after each job raised, and we will gather this information and make improvements to the services where required. There is also a survey on our website for tenants to complete.

10.4 Information is provided periodically to tenants through a regular newsletter and booklets giving information such as advice on common household issues and some prevention ideas about their homes.

10.5 A bi-annual Tenant Satisfaction Measures survey will be sent to all tenants which will include questions about the maintenance services.

## **11. Complaints and compliments**

11.1 We recognise occasionally tenants may not be satisfied with their repair service. Tenants will be provided with information as to how they can raise dissatisfaction as a formal complaint using the complaints procedure.

11.2 Tenants can also record any areas of satisfaction through our formal route of compliments. This is encouraging and satisfying and is shared with the wider staff team. Please refer to the Complaints Policy

## **12. Quality control measures**

12.1 Measures are in place to ensure the quality of our repairs service and consist of:

- Regular meetings and daily dialogue with the key contractors highlighting any areas of quality, concern, or satisfaction.
- Each contractor meeting will discuss targets against the associations KPI's.
- BHA will ensure annually that each contractor will undergo competency checks to include accreditations, qualifications, insurance, etc and that they continue to have the technical competence required to undertake the activity.

- Estate inspections are conducted monthly and issues found are reported, tracked, and completed dependant on urgency.
- A percentage of day-to-day repairs and those that have had damp and mould identified will be post-inspected to ensure they are of decent quality.
- Tenant satisfaction surveys for each repair
- Bi-annual Tenant Satisfaction Survey, which is in line with the requirements under the Tenant Satisfaction Measures by the Regulator of social housing.
- Quarterly reviews of the BHA's adherence to the Consumer Standards
- Reporting on a regular basis to our Board
- Key performance Indicators tracking our performance measures.

### **13. Staff Training**

13.1 Staff will have training in all areas relating to Health and Safety, repairs, damp, mould, customer service and effectively handling complaints to ensure our service delivery is of a high standard. Please refer to Staff Training Policy

### **14. Equality and Diversity:**

14.1 We will ensure that this policy is applied fairly and consistently. We will not discriminate against any person on any grounds set out in our Equality and Diversity policy.



## **Appendix One**

### **1.0 Raising a repair**

**1.1** Tenants can report a repair by telephone, via email or reporting to a member of staff. The classification and timescale of the repair will be discussed with the tenant during the initial report.

**1.2** A works order is raised and emailed to the designated contractor and a notification is generated stating the classification of the repair, completion date and contractor attending.

**1.3** The contractor and or BHA contacts the tenant with a suitable date and time (usually morning or afternoon) to carry out the repair.

**1.4** The contractor attends the tenant property on the arranged date and carries out the repair.

**1.5** If the tenant does not give access to the property to carry out the repair, we will assess the repair request, if the repair request is a danger to the tenant, household or could cause serious issues within the property, we will follow the no access procedure.

**1.6** If the requested repair does not cause any of the above and no access is given, BHA will use all reasonable endeavours to rearrange an appointment after three attempts the repair order will be cancelled.

### **2.0 Repairs by Appointment**

**2.1** For all repairs other than emergency repairs, an appointment that meets the needs of the tenant will be agreed between the contractor and tenant.

**2.2** The tenant will be offered a suitable convenient appointment from a range of appointments Monday to Friday from 8AM – 5PM.

**2.3** We will regularly monitor missed appointments and report any trends or issues.

### **3.0 Repair Classification:**

#### **3.1 Emergency: Within 24 Hours**

Emergency repairs will be attended to as soon as possible and within 24 hours. This repair priority is used when there is an immediate threat to the health, safety or security of a tenant or property. In most instances, only a temporary repair will be carried out to make the situation safe and secure.

Once this has been completed an arrangement will be made with the tenant to fully complete the repair in a suitable timescale, the tenant will be kept updated.

#### **3.2 Urgent: Within 7 working days**

Urgent repairs will be completed as soon as possible and within 7 working days.

Urgent repairs are repairs where the situation is causing discomfort, inconvenience, or nuisance to the occupants or a third party and are likely to lead to further deterioration to the property if the problem persists.

#### **3.3 Routine: Within 20 days**

Routine repairs will be completed within twenty working days and by formal appointment with the tenant.

Routine repairs are for defects that can be deferred beyond 7 days without causing serious discomfort, nuisance, or inconvenience to the occupants or third parties or long-term deterioration of the building. If we discover the works will take longer, we will revise these dates and class the repair as a planned works keeping tenants informed

## **Appendix Two**

### **1.0 Out of hours repairs**

1.1 The association works an emergency out of hours repairs service outside normal office hours. These times are 5.30 pm - 9.30 am Monday – Friday, 24 hours for weekends and bank holidays. These repairs are via a control centre at ISHA.

#### **Emergency Out of Hours Repairs are defined as:**

- (a)** Any fault that could lead to the death or injury of occupants, staff, visitors, or the public.
- (b)** Faults likely to cause extensive damage to a building and its contents.
- (c)** Faults that are likely to lead to a contravention of Health and Safety regulations.

1.2 When attending an emergency out of hours repair, the operative will attempt to complete the full repair. However, if further works are needed the fault will be made safe and additional works will be reported to the office on the next available working day.

1.3 Tenants will be reminded that emergency repairs are not a substitute for calling 999 for the fire, police, or ambulance services for non-building related emergencies.

## **Appendix Three**

### **1.0 Tenant responsibilities:**

1.1 The association does not always carry out all repairs that are reported. If a repair is reported that is considered tenant responsibility the tenant will be advised that there will be a recharge if the work is undertaken by the Association. Tenants are responsible for any items they bring into their property, including all white goods (e.g. fridges cookers etc.), garden furniture and all internal decoration. All tenants are provided with examples of tenant repairing responsibilities when they sign their tenancy.

1.2 A full list of tenant responsibilities is outlined in the repairs booklet which is available on the website and will be given to tenants at sign up, this booklet will be reviewed annually.

### **2.0 Rechargeable Repairs:**

2.1 Rechargeable repairs – BHA define a rechargeable repair as any work order that is identified as a tenant's responsibility as a direct result of wilful damage, neglect, or vandalism by a member of the household, or a visitor of the tenant. This can also include recharging a tenant after they have completed a repair in their home without permission that does not follow safety standards.

2.1 As detailed above some repairs that tenants report are caused by acts of neglect or vandalism, either by the tenant or their visitors. Tenants can also be liable for damage to communal areas if reported.

2.2 A repair can be rechargeable if identified as improper use or lack of maintenance e.g. blockages to WC's, baths, sinks, or showers through incorrect disposal of waste. Please refer to the Recharge Policy.

## **Appendix Four – Details of the Consumer Standards and Tenant Satisfaction Measures relating to repairs.**

### **Consumer Standards – Neighbourhood and Communities**

SE2 provide safe accommodation and work in partnership with other agencies.

### **Consumer Standards – Safety and Quality**

SE1 have an accurate record at an individual property level of the condition of their stock, based on a physical assessment of all homes and keep this up to date.

SE2: Use data from across records on stock condition to inform provision of excellent quality, well-maintained and safe homes for tenants.

Service Standards - SE1: identify and meet all legal requirements that relate to the health and safety of tenants in their homes and communal areas.

Health and Safety - SE3: ensure that the safety of tenants is considered in the design and delivery of landlord services and take reasonable steps to mitigate any identified risks to tenants.

Adaptations - SE1: enable repairs and maintenance issues to be reported easily.

SE2: set timescales for the completion of repairs, maintenance, and planned improvements, clearly communicate them to tenants and take appropriate steps to deliver them.

SE3: keep tenants informed about repairs, maintenance, and planned improvements to their homes with clear and timely communication.

SE4: understand and fulfil their maintenance responsibilities in respect of communal areas.

SE5: ensure to homes and communal areas is informed by the need of and provides value for money, in addition to Stock Quality requirement.

### **Consumer Standards – Transparency, Influence, and accountability**

Diverse needs

SE1: use relevant information and data to

- a) Understand the diverse needs of tenants, including barriers and additional support needs
- b) Assess whether all tenants have fair access to, and equitable outcomes of, housing and landlord services

SE4: allow tenants and prospective tenants to be supported by a representative or advocate in interactions about landlord services.

SE3: ensure that landlord services are accessible, and that the accessibility is publicised to tenants.

This includes supporting tenants and prospective tenants to use online landlord services if required.

Newsletter contained essential information on services, changes to services and accessibility.

Information about Landlord services -

SE1: provide tenants with information about:

- a) Available landlord services, how to access those services and the standards of service tenants can expect
- b) Standards of safety and quality tenants can expect homes and communal areas to meet
- d) Responsibilities of the RP and the tenant for maintaining homes, communal areas, shared spaces and neighbourhoods