

## REPAIRS AND MAINTENANCE POLICY

<b>Lead Manager:</b>	Repairs Manager
<b>Responsible Senior Manager:</b>	Assistant Director of Homes
<b>Approved By:</b>	Senior Management Team
<b>Date Approved:</b>	<<date>>
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<b>Replaces Previous Version:</b>	<14.07.2021
<b>Version Number:</b>	5
<b>Shared Publicly on STAR's Website:</b>	Yes
<b>Linked Policies:</b>	Asset Management Strategy ,Planned Maintenance Framework, Management of Asbestos Policy, Affordable Warmth Policy, Enabling Tenants to Live Independently Policy, Central Heating and Servicing Policy, Procurement and Contract Rules, Business Plan, Equality and Diversity Strategy, Disturbance Policy, Rechargeable Repairs Policy, Voids Standard, Fire Safety Policy, Fire Risk Zero Tolerance in Communal areas Policy, Complaints Policy and Procedure

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## **1. Introduction**

1.1 The overall aim of this policy is to contribute to the efficient and effective repair and maintenance of the Shropshire Towns & Rural Housing (STAR) ensuring that homes are maintained to the Governments Decent Homes Standard.

1.2 The specific objectives are to:-

- Maintain homes efficiently to a high standard.
- Provide a cost-effective, efficient, responsive repairs service that offers value for money and is easy for tenants and staff to use, to maintain STAR housing stock.
- Promote understanding of STAR's legal and environmental responsibilities related to responsive repairs.
- Achieve high standards in customer care and satisfaction, considering customer feedback and requirements.
- Monitor and continuously improve the response repairs service, aiming for high performance compared to STAR's peers.
- Ensure value for money in terms of cost, quality, sustainability, environmental, and social factors.

To provide a service which reflects STAR's commitment to equality of access to the repairs service for all tenants and to take account in particular of the needs of vulnerable groups.

## **2. Definitions**

2.1 Responsive Repairs, under this policy, are those carried out at a single property at the request of an individual customer. These repairs can also be called reactive repairs or day to day repairs.

2.2 The policy sets out the repairing obligations of STAR and of the rights and obligations of tenants. It outlines the procedure for reporting repairs and how repairs are prioritised.

### **3. Responsibilities**

- 3.1 Repairs to STAR managed properties are a joint responsibility between landlord and tenant. As the landlord representative STAR has responsibility for the majority of repairs and the overall maintenance of the homes it manages homes. Tenants have the responsibility of reporting repairs as soon as they become aware of them, and undertaking those repairs deemed their responsibility quickly and to a good standard in order to comply with their obligations under the tenancy agreement.

### **4. Shropshire Towns & Rural Housing Responsibilities**

#### **4.1 Repair of Structure and Exterior**

STAR is responsible for keeping the structure and exterior of the premises in good repair including but not limited to;

- the roof
  - chimneys and chimney stacks, (including sweeping chimneys where solid fuel open fires are in use or the chimney has not been permanently blocked off.)
- drains, gutters and external pipes
- external walls, external doors, external window frames and sills.
- the internal structure
- external decoration
- Installations for the supply of water, gas, electricity and sanitation
- Installations for room and water heating installed by the landlord
- fences and gates, where provided by the landlord or form the boundary of the property.
- pathways, steps, ramps and stair lifts which in the property or block boundaries.
- garages and outbuildings, (where provided by the landlord)

#### **4.2 Repair of Installations**

STAR will keep in repair and proper working order any installations provided or adopted by the landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity, including;

- water pipes and tanks, gas pipes and electrical wiring
- electrical sockets and light fittings (but not plugs, fuses, light bulbs or customer's own appliances)
- basins, sinks, baths, toilets, flushing systems, waste pipes and tap washers.
- water heaters, boilers, fireplaces, fitted fires and radiators.
- Undertake all required safety checks in the required timescale.

#### 4.3 Repair of Common Parts

In the case of flats and sheltered housing, STAR will keep all communal areas and equipment in repair including;

- common entrances, halls, and passageways
- stairways and lifts
- lighting and security systems

#### 4.4 Decoration of Exterior and Common Parts

STAR will keep the exterior of the premises and any common parts in a reasonable state of decoration and deal with graffiti quickly and efficiently.

#### 4.5 Right to Buy Applications

When a tenant has applied to buy their home, pending completion of the purchase only emergency works covered by the right to repair will be carried out.

#### 4.6 Repairs – Generally

STAR will;

- Make sure the service is accessible by providing a full range of ways for customers to access the service.

Keep the customer informed about repair appointments book by telephone or via the portal. When a customer calls to report a repair they will be given the date and time of the appointment during the call and will receive a text to confirm the appointment. They will then receive a text the day before to remind the customer of the appointment and on the day the operative will make a call to confirm that they are on the way to do the repair. If the operative does not get a response they will still attend and try to contact the customer. If no contact can be made, then they pass the job back to the repairs planner who will make a new appointment. Where a repair is reported through the customer portal or by email, we will make three attempts to contact the customer to arrange an appointment to undertake the repair. If no contact can be made an appointment will be made inside the timescales for the repair and a text will be sent to confirm the appointment date and time followed by a text, the day before and a call from the operative when they are on route.

- Carry out all repairs within published timescales as may be determined by STAR in consultation with customers.

- Clear up after a repair – decoration will be left as close as possible to how it was before the work was done and where there is a repair to a wall decoration will only be down to a natural break line/ corner.

## **5. Tenant Duties and responsibilities**

### **5.1 Reporting Repairs**

Repairs, faults, or damage must be reported as soon as possible after the issue has been noticed.

### **5.2 Access**

Tenants must allow access for workers sent by STAR to inspect and carry out repairs, servicing, and improvements. In emergencies we will need immediate access to prevent risk to the tenant and their neighbours and deterioration to the property/ block. Prevention of access may result in legal action for which STAR's costs will be sought.

### **5.3 Maintenance of Internal Items**

Tenants must keep the interior of the premises in good repair and in a clean and good decorative condition. Tenants must decorate all internal parts of the premises as frequently as necessary to keep them in reasonable decorative order. Where customers fail to maintain their properties to a good standard, it may be treated as a breach of their tenancy which may lead to legal action.

Tenants must not install any form of cooking or heating appliance that requires the use of a chimney or flue or undertake any works to fireplaces without the written permission of STAR.

Tenants must not remove walls or any other part of the home or carry out improvements without the STAR's prior agreement in writing and will need to make an application under the Tenant Alteration and Improvement policy.

### **5.4 Minor Repairs**

5.4.1 Under the terms of the tenancy agreement tenants are responsible for various minor repairs including but not limited to;

- Any repair which is the result of the tenant, member of their household or their visitors, or pets, actions or inaction, negligence, or abuse.
- All internal decoration including pre-decoration repairs such as filling small plaster cracks and preparing surfaces for decoration.
- Easing internal doors to fit carpets etc.

- The maintenance of appliances, fixtures, fittings, extensions, and additions (where installed by a tenant with or without permission unless formally adopted by STAR) and any gifted items at the time of tenancy starting.
- Unblocking waste pipes
- Plugs and chains to wash basins, bath and kitchen sinks\*
- Resealing around sinks, showers baths and basins
- The replacement of lost or damaged keys, and the replacement of locks made necessary by the losing of keys.
- Electrical fuses to tenants' own appliances
- Replacement of light bulbs (excluding communal areas)
- Total loss of power due to no customer credit on credit meter.
- Bleeding of radiators\*
- Broken or missing edging on a kitchen unit\*
  - Repairs to or replacement of non-company provided smoke or carbon monoxide alarms\*
- Cleaning of condensation on the windows.
- Repair and maintenance of fencing not installed or adopted by Shropshire Council or STAR.
- Television aerials or satellite dishes (unless communal) and any damage to property or neighbouring property caused by their installation.
- Clothes posts\* or rotary dryers and lines (unless communal)

\*Denotes repairs which may be undertaken by the STAR at nil cost, for vulnerable tenants, to ensure their health and safety is not at risk.

5.4.2 Repairs identified as the tenant's responsibility under section 4.1 may be repaired by STAR at its expense dependent on the location and circumstances where it can be proven that they resulted from unrelated, third party, criminal damage and this is confirmed by a Police report.

## 5.5 Minimising Loss

5.5.1 The tenant has a responsibility to minimise or avoid loss that may be suffered as a result of any outstanding repair. For example, if experiencing a water leak the tenant is expected as far as is reasonably practical to move items of furniture or possessions away from the affected area so they do not get damaged.

## 5.5 Insurance

5.5.1 Tenants are responsible for taking out home contents insurance as STAR is not responsible for insuring tenants' furniture, contents and possessions and STAR will not be responsible for replacing.

5.5.2 The tenant is responsible for any loss or damage to their home due to theft, fire, vandalism, flooding, or accidental damage. The tenant may also be responsible

for damage caused to another property, for example, caused by flooding from their property and Anti-Social Behaviour.

- 5.5.3 STAR will pay financial compensation in accordance with our compensation Policy if a customer experiences financial loss or expense due to the negligence of the organisation.

## 6 Restrictions on the repairs service

There are some circumstances where the repairs service may be limited to emergencies. These include;

- Where a Right to Buy/Acquire application has been submitted.
- Where a notice to quit has been served.
- Failure to allow access for legislative and best practice compliance checks.
- Failure to allow access for essential inspections or surveys, e.g. asbestos or electrical.

## 7. Repair Priorities/Timescales

- 7.1 To enable us to achieve an efficient and effective service, repairs will be prioritised and put into categories of urgency. We will give repairs one of four deadlines. They are:

- **Emergencies** – These will be attended within three hours to make safe or to complete the repair where we are able. This repair priority is used when there is an immediate threat to the health, safety or security of a tenant, occupant, or property to ensure that further damage is not caused. We will aim to respond to emergency repairs within 3 hours. In some instances, only a temporary repair will be carried out to make the situation safe and secure. Once this has been done arrangements will be made with the tenant to fully complete the repair in an appropriate timescale and tenants will be kept advised accordingly.
- **Urgent Repairs** – These will be completed within 5 working days (7 calendar days) by appointment. 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.
- **Routine Repairs** – These will be completed within 20 working days (28 calendar days) by appointment. Routine repairs are for defects that can be deferred without causing serious discomfort, nuisance, or inconvenience to the occupants or third parties or long-term deterioration of the building.



- **Major Repairs** – These will be completed within 6 months. This category would be for larger substantial repairs, where the tenant's day to day life is not significantly affected or the work needs specialist manufacture. A repair would normally be ordered with this deadline after we have been to check a problem and found that we need to totally replace a large item rather than just repair it.

This priority allows for better resource planning and programming of non-urgent, non-routine repair works.

## **8. Inspections.**

### **8.1 Responsive Repairs.**

#### **Pre-Inspections.**

STAR aims to repair first time, and we look to send an operative out to undertake the repair. Where there is a need for a repair to be inspected in order to diagnose the full nature of the work required, for example dampness and structural defects, fire related works, inspection requests will be attended within 14 calendar days following the report of the repair. Following the inspection the inspecting officer will raise the appropriate repair order from the repair priorities above and agree a suitable appointment date with the tenant.

#### **Post Inspections.**

STAR will inspect a percentage of completed work to ensure high-quality service and value for money. If works are covered up, inspections may occur before covering or photographic evidence will be required at each stage and upon completion. Post inspections are also linked to feedback from our repair's satisfaction surveys.

For all post inspections appointments will be made with the tenant. Post inspections do not form part of the timescale to complete the repair.

Details of post inspections will be fed back to our repairs staff/contractors and used by management to further develop and assist us in continually improving the service.

### **8.2 Awaab's Law.**

In accordance with the Government's objective to implement Awaab's Law throughout all aspects of the Housing Health and Safety Rating System (HHSRS) except for overcrowding, STAR Housing will adhere to this policy.

When issues arise that necessitate an inspection such as Damp & Mould, STAR Housing will conduct the inspection within 14 calendar days. Write a report on the inspection in plain English, which will be provided to the tenant within 2

working days of the survey. For urgent matters, necessary works will commence within 7 calendar days. In cases where the issue is classified as a category 1 hazard, an immediate relocation of the customer will be arranged in line with the decant policy.

## **9. Repairs by Appointment**

- 9.1 For all repairs other than emergency and major repairs an appointment that meets the needs of the tenant will be agreed at the time the repair is ordered. The tenant will be offered a suitable convenient appointment from a range of appointments Monday to Friday from 8AM – 4PM.

## **10. Emergency Out of Hours Repairs.**

- 10.1 STAR operates an emergency out of hours repairs service 24 hours a day, outside normal office hours.

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 and could result in a danger to life and limb.
- 10.2 Outside of normal office hours, using the same daytime contact number, a telephone service is provided to take emergency repair calls. If a call is received which constitutes an emergency repair, a suitably trained operative or contractor is despatched to attend the repair.
- 10.3 In some situations, it may only be possible to attend and make the situation safe and secure pending further attendance and full completion of the repair during normal working hours.
- 10.4 During abnormal weather events it may not be possible or safe to attend emergency call outs when a customer calls. The STAR duty officer will contact the customer to understand the issue, and offer advice to mitigate or reduce the issue, until it is safe to send an operative or contractor to make safe or repair the issue.
- 10.5 The general Out of Hours Emergency Repairs Service is provided between 5.00pm and 8am on weekdays, and from 4pm on Friday until 8am on Monday over the weekends and Bank Holidays.
- 10.6 The Out of Hours Emergency Repairs Policy will be applied in a caring and sensitive manner in respect of vulnerable tenants. Tenants may be vulnerable by virtue of their age (young or old), medical condition or disability.

- 10.7 Where a call is received which does not meet the criteria for an out of hours emergency visit, tenants will be advised that they will be contacted on the next working day in order that a daytime repair can be logged, and an appointment agreed.

## **11. Rechargeable Repairs**

- 11.1 STAR will actively seek to recover the cost of any repair which is not its responsibility.
- 11.2 Under the terms of the Tenancy Agreement, a tenant will be responsible for any damage which is the direct result of their own, a member of their household, pets or their visitor's action or inaction relating to wilful damage, negligence, or abuse.
- 11.3 Where a tenant's responsibility for a repair is identified and the defect is not a health and safety hazard, the tenant will be given the opportunity to get the repair carried out themselves. STAR will arrange to visit to inspect the work to ensure it has been completed to our satisfaction.
- 11.4 The tenant's responsibility for any rechargeable repair will be identified at the point of repair diagnosis or initial inspection and their liability confirmed. Work to be carried out on behalf of the tenant will be confirmed in writing.
- 11.5 STAR will operate a system of fixed price charging for repairs which are the tenant's responsibility. The price will be based on the prevailing schedule of rates in use at that time plus a 10% administrative charge.
- 11.6 Where the health and safety of any person would not be prejudiced, STAR would require the cost of the repair to be paid for before it is carried out. STAR will exercise this right except where it believes that delay would adversely affect its interest in the property, health and safety is compromised, (for example, gas or electrical repairs,) or where the vulnerability of the tenant is such that discretion is required.
- 11.7 Repairs identified as rechargeable repairs may be repaired by STAR at its expense dependent on the location and circumstances where it can be proven that they resulted from unrelated, third party, criminal damage and this is confirmed by a Police report. STAR will take a robust stance in instances of criminal damage against its property. Dependant on the circumstances and available evidence. STAR reserves the right to make a complaint to the police in support of an investigation and possible prosecution. Compensation will be sought to cover the cost of remedial work.
- 11.8 Where the tenant chooses to complete the work themselves or arrange for the repair to be completed by a competent contractor, depending on the nature of the repair, STAR may seek to inspect the work afterwards.

- 11.9 All works involving gas or electrical installations must be undertaken by a Gas Safe or NICEIC registered contractor. STAR must be provided with the original certificate/s issued by the contractor, with 48 hours of the certificates being issued and STAR reserves the right to retest and if there is a discrepancy between the test to recharge for the STAR test.
- 11.10 If the work is not completed within a reasonable time which will be set when the tenant write to, to that it is a rechargeable repair (11.4) STAR may decide to carry out the repair and recharge the tenant for the repair and for any other work required as a result of the repair not being completed.
- 11.11 STAR reserves the right to withhold any credit on another STAR account until any recharge debt is cleared or agreement is reached to offset the debt.
- 11.12 Outgoing tenants will be advised at the time of the pre- termination inspection of their repair obligations under their Tenancy Agreement. The pre-termination inspection of their home will include all of the property including the loft, garden and any shed or outbuilding forming part of the property, and inform them of any potentially rechargeable repairs that require attention. Charges will be applied to tenants who, on termination of tenancy, fail to clean and clear their home, or leave rechargeable repairs outstanding.

## **12. Vacant Properties**

- 12.1 STAR, in conjunction with tenants has developed a lettable standard this is set out in our "Moving into a New Home" leaflet. A copy of this is made available to prospective new tenants when viewing a property to enable them to make an informed choice and to assess the condition of the property.
- 12.2 Vacant properties are managed in accordance with our Voids Management Policy which seeks to ensure that vacant properties are made ready and let to new customers as quickly and efficiently as possible.

## **13. Mutual Exchanges**

- 13.1 Mutual Exchanges are conducted in accordance with our Mutual Exchange Policy.
- 13.2 Tenants moving home via a mutual exchange will be informed of any repairs that they will be required to accept liability for. Any other repairs arising after the mutual exchange has taken place will be dealt with under the provisions of this Responsive Repairs Policy.

## **14. Improvements**

- 14.1 Tenants have the right to make their own improvements.
- 14.2 Tenants must not make any improvements, alterations, or additions to the premises without first obtaining both the written consent of STAR and all other necessary approvals, such as planning and building regulation approval. STAR will not refuse permission unless there is good reason.
- 14.3 Tenants must comply with the reasonable requirements of STAR in relation to any consent given to make improvements, alterations, or additions to the premises, including the standard of the work to be carried out.
- 14.4 Where unauthorised alterations are carried out by the tenant, the tenant may be recharged to put the property back to remove the unauthorised works and put the property back to its original condition identified either during or at the end of their tenancy.

## **15. Leaseholders**

- 15.1 STAR's repairing obligations to Leaseholders are as set out within individual Lease Agreements and STAR's Leaseholder Management Policy.
- 15.2 Leaseholders will be responsible for repairing any damage caused to STAR's property and shared areas due to neglect or carelessness caused by them, a member of their family, pets, tenant, or visitor.
- 15.3 STAR will recharge the leaseholder if there is evidence that damage is the fault of a leaseholder or their householder, tenant, or visitors.
- 15.4 Leaseholders must seek permission from STAR to undertake structural alterations or any alteration that may compromise the safety of the building such as fire compartmentation. Permission will be grant in writing where the works will not compromise the safety of other residents, and or the building and setting out any requirements STAR may have. STAR reserves the right to inspect works both during as well as upon completion and request copies of any relevant paperwork or certificates.

## **16. Shared Ownership.**

- 16.1 Following a change to legislation affecting shared ownership properties built during 2021 and thereafter, a repairs fund of £500 per annum has been introduced covering the first 10 years, for repairs to installation in the property, once the defects liability period has ended and are not covered by warranties. Any unused funds can be carried over for one year only.
- 16.2 Where there is a qualifying repair, the shared owner will be requested to make an application with supporting evidence for the repair, to gain quotations for the works from a TrustMark approved tradesperson (TrustMark approved trades person can be found via [www.Trustmark.org.uk/homeowners](http://www.Trustmark.org.uk/homeowners)).

- 16.3 The claim will be reviewed, an inspection may be made, and the claim will either approved, or rejected within 10 days of receipt in writing. Where the claim is rejected there will be an explanation as to why the claim has not been accepted.
- 16.4 If a quotation is submitted or the works are carried out by a non-TrustMark approved tradesperson, then the claim will not be approved, and no reimbursement will be made.
- 16.5 If an application is rejected then, an appeal needs to be lodged by contacting our complaints department with the reasons why it is believed that the decision is incorrect.
- 16.6 Once the works are completed the claimant will submit evidence of the completed works along with the paid invoice. A further inspection may be made if it is felt necessary. Once the invoice and evidence are submitted the claimant will be reimbursed within 14 days.

## **17. Performance Management and Performance Monitoring**

- 17.1 STAR will measure its repair performance by using, and issuing, a suite of Performance Indicators. Performance targets will be set to achieve national top quartile performance and we will continue to set top quartile targets each year in order to achieve year on year continuous improvement.
- 17.2 The targets and performance against them will be monitored and reported regularly to the Senior and Executive Management Team, Customer Subcommittee, Board, Shropshire Council and the Homes and Communities Agency.
- 17.3 We will publish repairs performance information at least annually to our tenants and include regular updates on performance.
- 17.4 The Operations Director is responsible to the Board and the Managing Director for the effective implementation of this Policy. This includes the responsibility for ensuring that all staff involved in delivering responsive repairs are fully trained in all of the relevant procedures.
- 17.5 This policy will be reviewed every 3 years or as required by legislative or regulatory changes.

### **Regulatory Requirements**

Housing Act 1985.

Social Housing Regulation Act 2023.

Awaab's Law.

Tenant Consumer Standards.

## Responsibilities

The Operations Director is responsible for ensuring that the Policy is implemented by the Assistant Director of Homes and the Repairs Manager, and for providing regular reports to the Board for assurance.

## Senior Management Team (SMT)

SMT are responsible for approving the policy and an monitoring the performance of the responsive repairs service and reporting its performance to Board, Shropshire Council and STAR's customers.

## Line Managers

Managers must ensure their staff are aware of and understand the policy. They should implement the policy and ensure their teams abiding by it.

## All employees

All staff are required to read, comprehend, and adhere to the guidelines outlined in this policy.

## Monitor and Review

- The policy will be approved by SMT, and the performance and compliance will be monitored by SMT, Customer Service Sub-committee and the Customer Scrutiny Panel will be responsible for the monitoring and review of this policy.
- This policy will be formally reviewed at least every three years.
- This policy will also be reviewed where:

There has been a significant change in the work activity or process. There has been any adverse event involving working at height. Information has evolved or new legislation is introduced.

## 18. Version Control

Renewal Date	Version	Approved By	Comments
14.07.2024	4.0	SMT	Policy version 4
	5.0	SMT	Policy version 5 to replace version 4