

Responsive Repairs Policy 2021

Contents

| | | |
|-------------|---|-----------|
| 1.0 | Scope | 3 |
| 2.0 | Aims and objectives | 3 |
| 3.0 | Policy statement | 4 |
| 4.0 | Performance monitoring | 4 |
| 5.0 | Policy | 5 |
| 6.0 | Repair responsibilities for landlords and tenure types | 7 |
| 7.0 | Stock condition | 9 |
| 8.0 | Contractor's code of conduct | 10 |
| 9.0 | Data protection and information assurance | 10 |
| 10.0 | Legal provisions | 10 |
| 11.0 | Equalities statement | 11 |

1. Scope

This policy outlines Town and Country Housing's (TCH) approach to its repairs and maintenance services. In terms of this policy the term 'repairs and maintenance' will include:

- Responsive repairs (including emergency repairs)
- Planned/cyclical maintenance
- Major works (e.g. roof replacements but excluding development and regeneration)
- Voids (empty properties).

Note: Gas installation and servicing is covered by a The Gas Safety Policy.

2. Aims and objectives

The aim of this policy is to ensure the responsive repairs service delivers high quality services, high resident satisfaction, value for money, meets its statutory and regulatory obligations including the government's carbon net zero strategy and likely requirements resulting from the social housing white paper (the Charter for Social Housing Residents) such as:

- Keeping properties in good repair
- Decent Homes Standard compliance
- Responsive repairs completed right first time
- Resident satisfaction with landlord's repairs and maintenance service
- Maintaining building safety
- Compliance with health and safety obligations:
 - Gas safety
 - Electrical safety
 - Fire safety
 - Asbestos
 - Water safety
 - Lift safety
- Effective handling of complaints
- Respectful and helpful communication and engagement
- Responsible neighbourhood management
- Overall resident satisfaction with the service their landlord provides.

This document is intended to be a 'working' document that will evolve. It will be updated as processes adapt to fit the needs of residents and the business.

3. Policy statement

TCH's approach towards repairs and maintenance will provide a resident focussed service that delivers high levels of resident satisfaction. It will also be delivered with full regard to the health and safety of residents and others who could be affected by the works, including the contractors themselves. TCH aims to use innovative approaches to deliver a value for money, responsive repairs service.

4. Performance monitoring

TCH will have clear measures in place to monitor the performance and workmanship of service providers used to deliver the repairs services. There will be clear contractual performance targets which will be reported monthly and discussed through monthly partnership operational meetings.

TCH will hold monthly performance review meetings with the service provider. Regular reviews will be undertaken to ensure compliance with procedures and legislative requirements. TCH will conduct desktop and on-site physical quality inspections and will work in conjunction with an external auditor to ensure overall cost and quality control checks are in place. Work with the external auditor includes activities such as checking gas and electrical work has been done to the required standard and that appropriate costs have been charged. These checks are carried out by suitably qualified inspectors.

Key performance indicators (KPIs), including resident satisfaction, will be agreed and prescribed for the repairs service. TCH's operational teams will regularly review the key performance targets and monitor performance monthly. Performance results for the repairs service will be published in TCH's Annual Report to Tenants.

Service providers will be responsible for setting up and maintaining systems including pre- and post-works photos, to carry out post-inspections of work, ensure quality control of work and be fully responsible for quality compliance in terms of materials and workmanship.

Strategic core group/Board meetings will take place every quarter to review KPI performance and will comprise of relevant directors and heads of services from both TCH and the service provider.

Measures will be in place in case there is a need to provide additional resource, to deal with any service provider default in the quality of any type of work. TCH will utilise a contract early warning or equivalent procedure and raise such any issues at operational core group meetings.

Re-charges may be levied against the service provider for any additional costs incurred by TCH and residents as a direct result of the service provider's failures.

TCH will meet its repair obligations in full. TCH will deliver a consistent high quality of repairs, and a prompt repair service that meets agreed key performance indicators and within the timescales outlined in the repair timescales at section 5.

5. Policy

Reporting a repair

It is the resident’s responsibility to promptly notify us of any repair in their individual property which is TCH’s responsibility. TCH check the need for repairs to communal areas through regular inspections, however we also expect residents to notify us when they notice the need for works in these areas.

Repairs can be reported via the resident portal ‘My Home Online’, our website (via the Contact Us page), or by calling customer services.

TCH recognises that it can be more difficult for residents with specific communication needs to access information surrounding repairs and to report repairs. We will ensure that our communications are accessible to all as stipulated in the TCH equality, diversity and inclusion policy.

Repair timescales

We will respond depending on how urgent the repair is. Our response times are:

| Type of repair | Description | Timescale |
|------------------------|--|--|
| Emergency | Emergency where there is a high risk to people or property, or vulnerability, particularly in relation to sheltered, supported and care schemes. | To be attended within two hours. We expect to complete the repair within 24hours but some work may take longer |
| Out of hours emergency | An emergency work order requiring urgent attendance and completion, outside of normal working hours. | To be attended within four hours |
| Next available | A non-urgent repair required to rectify a fault; works are to be scheduled to the next available resource. | To be completed within 28 calendar days (average target of ten days) |

Appointments

For reactive repairs, our contact centre will agree a suitable appointment with the resident and book this directly into the service provider's diary.

Residents will be offered the following appointment times:

- AM appointments between the hours of 8am and 1pm
- PM appointments between the hours of 1pm to 5pm
- First appointment - 8am (first job of the day) within the AM timeslot.
- Evening appointments between the hours of 5pm to 8pm
- Saturday appointments between the hours of 8am to 1pm
- School run appointments between the hours of 10am and 2pm on weekdays.

What residents can expect

We will give you reasonable notice (generally this will be around one week) if we need to get into your home to inspect it or to carry out work to your home or a neighbouring property. Repairs that are identified as a result of an inspection will be carried out to the same repair timescale (above).

In very limited, exceptional circumstances we may need to force entry into your home to carry out an emergency repair, or inspection. If this happens, we will make your home secure immediately and make arrangements to repair any damage caused by the forced entry.

We require our service providers to behave appropriately while in the resident's home, showing respect for both the resident and their belongings. Service Providers are also required to leave the site of repair in a clean, tidy, safe and secure manner.

What we expect

In line with tenancy agreements, residents are required to provide access to their homes so we can repair where necessary. More information on this can be found in tenancy agreements.

Residents are responsible for removing all personal belongings or fittings which could get in the way of work and for putting them back afterwards. This includes laminated flooring or carpets if owned by the resident. If a resident has disabilities or other concerns which may impact on their ability to move belongings they should discuss this with TCH before the appointment date.

Rechargeable repairs

A resident will be re-charged the cost of a repair if the repair request falls outside of TCH's responsibilities e.g., the repair is caused by neglect, wilful damage, or a direct breach of the tenancy agreement. Please refer to TCH resident recharge policy for more details.

If the repair is rechargeable due to the actions of the resident, their household or visitors and is causing a threat to life, limb or property, TCH will carry out the repair and recharge the resident afterwards.

This includes cases where:

- a rechargeable repair is identified at the time the resident reports it
- the work has been done and it becomes apparent that the repair is the responsibility of the resident
- the work is reported as being required as the result of a criminal act against the resident/property, but the resident does not provide a verified crime reference number
- a resident has moved out of a property and TCH has to clear their belongings or carry out repair works that are the resident's responsibility
- there is tampering or interfering with meters or similar equipment
- legal authorities have forced entry.

TCH will pursue payment, and this may involve legal action.

The cost of rechargeable works will be decided by reviewing the nature and extent of works. In most cases it is expected that TCH will refer to an agreed schedule of rates to assess and calculate recharge costs. In some cases, it may be necessary to obtain quotations in line with TCH's procurement policy.

6. Repair responsibilities for landlords and tenure types

The landlord is responsible for repairs and maintenance where the need for repair is not caused by the resident. Responsibilities are defined strictly in the law under section 11 of the Landlord and Resident Act 1985.

Some repairs are the responsibility of social and affordable rent and Love Living Homes residents, such as unblocking waste traps.

More detailed information on repair responsibilities is available on the TCH website and can be made available to residents in other formats.

Social and affordable rent properties and Love Living Homes rented properties

TCH is responsible for repairs to

- the structure and exterior of homes

- common entrances, halls, stairways
- lifts
- passageways and other communal areas
- including external grounds
- all fixtures and fittings for water, gas, electricity, space and water heating (including health and safety activities such as regular testing).
- drainage, although our responsibility doesn't extend to the entire network and we will liaise with the appropriate authority as necessary (for example where the problem is the responsibility of Southern Water).

Shared owners and leaseholders

TCH is not generally responsible for repairs within shared owners' or leaseholders' homes. TCH is only responsible for repairs to external and internal communal areas and the main structure of the property. The cost of these works will be recoverable from the property owners, and we will follow the legal process (Section 20) to do this.

Right to repair

The right to repair gives residents the right to claim compensation if TCH fails to complete qualifying repairs within a set timescale. Qualifying repairs are all urgent or qualifying repairs which threaten the health, safety or security of the resident and which do not cost more than £250 (excluding VAT).

These could include:

- unsafe plugs or electrical wiring
- blocked flues to fires or boilers
- blocked sinks or toilets
- leaking roofs, pipes, tanks or cisterns

These repairs will be carried out in accordance with the repair timescales set out in section 5.

Planned works

Larger works such as kitchen, bathroom, door, window and roof replacements or upgrades will generally be carried out as part of a planned programme. A referral form, including a report and photos should be submitted to TCH's asset investment team. They will then assess the request and obtain quotations, depending on the value, in line with TCH procurement rules to ensure value for money.

Planned works will be identified through life cycle data, referrals and stock condition inspections. Using the information collected, TCH will programme works accordingly in line with available budgets.

No access procedures

For reactive repairs, if the service provider does not gain access on a pre-arranged agreed appointment, then a 'no access' card will be left at the resident's home. The card will show the time the worker attended, explain that the job will be cancelled and ask the resident to rebook another appointment.

The job will not be cancelled if the repair is considered a risk to the health, wellbeing and safety of the occupants/public and/or the structural integrity of a property if not repaired. In such cases, the service provider will endeavour to re-arrange the appointment with the resident. After 2 non-contacts the service provider will escalate to TCH who will liaise with the resident and support them to enable access if required. In the event of continued non access TCH may need to pursue legal options.

For planned works appointments, the service provider will provide notification by letter 14 days in advance of works start date, allowing one week for the resident to respond. If the resident doesn't respond a second notification letter will be sent to the resident allowing one week for the resident to respond. Where no response to the second letter is received, a third final notification letter will be sent to arrange access. After allowing one further week, failure by the resident to respond to this letter will generally result in the removal of the planned works from the programme.

Residents who require additional support to enable works to take place should discuss this with TCH. After each attempt to gain access, the service provider will follow up with phone calls, texts, or emails, according to the preference of residents where possible.

Details of each previous access attempt letter, call, text, or email will be included in subsequent notification letters sent to the resident along with details of who to contact if further information or support is required.

Generally, service providers are not permitted to make 'cold calls' to residents' homes unless with prior approval by TCH. This is usually where emergency access is necessary because there is a risk to the health, wellbeing and safety of the occupants/public and/or the structural integrity of a property.

No access recharges

If it is proven that the service provider failed to attend a pre-arranged appointment, the resident may receive compensation. This will depend on the contract with the service provider.

If it proven that the resident failed to keep a pre-arranged appointment, the resident may be recharged.

7. Stock condition

TCH will seek to ensure that the homes for which it has a repairing obligation are kept in a good and lettable condition (as defined by the empty property standard) and meet or exceed the current decent homes standard, including assessment against the Building Safety Bill, Fire Safety Act 2021, Housing Health and Safety Rating System.

TCH will undertake stock condition surveys to identify, record and analyse the physical condition and energy efficiency of its properties. This information will be used to plan a detailed rolling planned and cyclical maintenance programme and to inform the business plan.

8. Contractor's code of conduct

TCH has a code of conduct for service providers. This document outlines procedures and standards covering areas such as access to properties, standards on site, how service providers will conduct themselves in residents' homes, protection of property, resident belongings, health and safety, etc. Please refer to TCH Code of Conduct for more details.

9. Data protection and information assurance

TCH will take all measures to protect personal information in accordance with the provisions under the Data Protection Act 2018.

TCH will ensure compliance with any data protection legislation either current or future amendments, including, but not limited to the General Data Protection Regulations (GDPR) 2016 which came into force in May 2018 and any subsequent amendments or additions to the regulations.

10. Legal provisions

Defective Premises Act 1972

Health and Safety at Work at 1974

Data Protection Act 2018

Landlord and Resident Act 1985

Electricity at Work Regulations 1989

Management of Health and Safety at Work Regulations 1999

Housing Health and Safety Rating System operating guidance, the Housing Act 2004

Homes (Fitness for Human Habitation) Act 2018

Care Act 2014

Building Safety Bill

Fire Safety Act 2010

11. Equalities statement

This policy will be implemented in accordance with TCH's equality and diversity policy. An equalities impact assessment has been completed to ensure that the policy is inclusive and does not impact negatively on any resident or group of residents.