



Responsive Repairs Policy

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1. Policy Aims and Objectives

- 1.1 It is the aim of Lyng Community Association to provide a responsive repair service to our tenants that is timely, routinely achieves high levels of satisfaction, delivers value for money and operates at an affordable cost and which complies in all respects to the law, current legislation and regulation.
- 1.2 It is the objective of this policy to identify different categories of repair, clearly define response times and ensure tenants have clear and realistic expectations regarding when a repair will be attended.
- 1.3 This policy applies to responsive repairs only. Gas servicing, cyclical, void and planned maintenance are covered in separate policies.
- 1.4 This policy applies to the properties and all communal areas of stock owned by Lyng Community Association.
- 1.5 To enable the Association to deliver an effective service tenants must report repairs to the Association promptly, this is an obligation within the tenancy agreement.

2. Definition of Responsive Repair

- 2.1 Responsive repairs are usually unpredictable, minor in nature and can often be completed on a first visit. These repairs will be categorised, given a priority and a target response timescale. Replacement of components (for example doors and kitchens) will not usually be considered a responsive repair and will fall into the category of planned works.

3. Reporting a Responsive Repair

- 3.1 Tenants, or a representative nominated by a tenant, may report repairs and arrange access. A representative includes but is not limited to a family member, friend or neighbour.
- 3.2 Any individual can report repairs required to communal areas.

4. Rights and Responsibilities

- 4.1 The Association is legally obliged to keep our properties in a decent state of repair. The key legislation on this is as follows:
- 4.2 ***Landlord and tenant Act 1985.*** This Act gives landlords an absolute obligation to carry out basic repairs, including to the structure and exterior of the property and installations for the supply of water, gas and electricity, and for the sanitation and space heating and heating water.

- 4.3 **Defective Premises Act 1972.** Section 4 of this Act places a duty on the landlord to take reasonable care to ensure that anyone who might be expected to be affected by defects in the property is reasonably safe from injury or damage to their property.
- 4.4 **Environmental Protection Act 1990.** This Act makes provision for the control of premises whose conditions are considered to be prejudicial to health or a nuisance. This legislation means landlords are liable for damages and compensation to tenants and their families who suffer as a result of failure to maintain their properties.
- 4.5. Other areas of legislation relevant to this policy are:
- Health and Safety at Work Act 1974
 - Building Regulations Act 1984
 - Gas Safety (Installation and Use) Regulations 1998
 - Management of Health and Safety at Work Regulations 1999
 - Housing Act 2004
 - Housing Health and Safety Rating System 2006
 - Equality Act 2010
 - Control of Asbestos Regulations 2012
- 4.6 The Associations repairing obligations to tenants are described in more detail in the tenancy agreement which sets out the contractual obligations of both landlord and tenant. With regards to responsive repairs, these may include:
- Heating breakdown and loss of hot water,
 - electrical wiring, sockets and light fittings,
 - plumbing,
 - roofs, outside walls, windows and doors,
 - drains and gutters,
 - inside walls, floors ceilings and doors,
 - kitchen units,
 - baths, basins and toilets (not blockages due to misuse)
 - internal and external common areas.
- 4.7 The Association will attend to the above and repair or make safe, if the repair is deemed to be due to tenant misuse or poor workmanship there may be a recharge for engineer attendance.

5. Tenants Responsibilities

5.1 Tenants are responsible for works such as those listed below:

- Internal decoration,
- Replacing light bulbs (strip lights in kitchen areas can be replaced for tenants where mobility is an issue),
- Replacing Interior door handles and latches,
- Replacing keys and locks to front and back doors,
- Smoke alarms (replacing batteries and testing in between the annual checks carried out by the Association.
- Clearing blockages to sinks and basins,
- TV aerials (unless it is a shared aerial provided by the Association),
- Phone lines, satellite / cable TV, and broadband connections,
- Doorbell and chain (unless fitted by LCA or is a door entry system).
- Garden sheds (unless provided by LCA).

5.2 Where work is undertaken for which tenants are responsible the Association will normally charge in advance or depending on the circumstances, re-charge for the work. Refer to the Rechargeable Works Policy for further information.

5.3 Where a tenant requests a repair to their central heating system and it transpires that the system was not defective and the issue was due to user error, the Association will reserve the right to make a charge. Tenants are expected to familiarise themselves with the operation of the system installed at their home. Advice will be available to tenants on this subject if needed.

5.4 In special circumstances the Association may make a 'gift' of improvements or items left in a property by a previous tenant, which would not normally be supplied. In this circumstance the new tenant will be asked to provide written confirmation that they will maintain the item. Should the item require replacement and is an item for which the Association would normally be responsible, it will be replaced with a standard fitting or item, not that previously 'gifted'.

5.5 It is the responsibility of tenants to move furniture and lift any fitted carpets, laminate flooring or similar floor coverings if these are required to be moved to undertake works. As far as is reasonably practicable tenants would be notified of the requirement in advance, the resident would then be responsible for refitting and any costs incurred.

5.6 The Association will arrange for the above works to be carried out for vulnerable tenants or those with limited mobility. This would be subject to the tenant signing a disclaimer that should damage occur to any items or flooring whilst lifting or refitting Lyng Community Association will not accept any liability. This provision is

purely at the discretion of the Association and written requests should be made to a member of the Management Team for consideration.

6. Communal Areas

6.1 LCA is responsible for repairs that are necessary to any communal areas such as:

- Stairs
- Fire alarm systems and emergency lighting
- Landings
- Door entry systems and security gates
- Communal lighting
- Communal drains
- Communal windows
- External areas such as bin storage areas, fencing and walls, paving, gardens etc.

6.2 Where tenants or their family, friends or visitors are found to have caused damage, blockages to toilets, sinks or drains or other reasons necessitating a repair the Association will normally recharge the tenant for the work carried out in line with our Rechargeable Works Policy.

6.3 LCA will regularly inspect communal areas and the external areas of the Lyng estate. Any repairs identified will be recorded and works completed.

7. Service Delivery

7.1 The Association will provide a repairs service which meets contractual and statutory obligations, achieves standards agreed with tenants and which offers value for money. The Association will ensure:

- Appointment times will be agreed at the time of reporting for all non-urgent works and pre inspections unless the tenant is content for the maintenance officer to contact them to agree a timed appointment (for example at 11am on Friday rather than the more usual 8am – 1pm or 2pm to 6pm time slot type of appointment)
- Inconvenience to tenants will be kept to a minimum by coordinating multiple responsive repairs to be completed at the same time on the first visit where practicably possible.
- Repairs will be completed right first time whenever possible, meaning that no further visits or recalls are necessary, there is no negative feedback from the tenant and that the same repair is not reported in the following 6 months.
- All repairs are completed within the agreed published timescales.

- Materials used will meet industry standards, are fit for purpose, long lasting, offer value for money and where appropriate are of the same specification as the materials used in planned works or improvement schemes.
- All works carried out are closely monitored and that the effectiveness of operatives, quality of workmanship, materials, fixtures and fittings used are in accordance with the agreed specifications.
- Tenant satisfaction is measured and that overall tenants are pleased with the service, response and repair they received.

8. Pre Works Inspections

- 8.1 Any reported repairs which cannot be clearly diagnosed from the details supplied by the tenant or person reporting the repair will be referred for a pre- inspection and an appointment will be agreed for this.
- 8.2 Most repairs will be undertaken by the Associations maintenance team. At times of peak demand and in cases where some specialist works are required we may use other contractors.
- 8.3 When a repair is reported, we notify tenants when they should expect the repair to be completed according to our priority system.
- 8.4 Repairs are generally split into 3 broad categories (depending upon the urgency of the work). Each has a maximum target time limit to make safe or complete the job depending on the circumstances.
- 8.5 The three categories of repair are Emergency, Urgent and Routine.

9. Emergency

- 9.1 Emergency repairs are those that have potentially serious effects on tenants or members of the public or damage to the property. Emergency repairs include, but are not limited to:
- Gas leaks,
 - Water leaks that cannot be contained,
 - Total loss of electricity or water supply,
 - Fire damage and flooding,
 - Major structural damage,
 - Serious blockages to foul water drains (or a blocked toilet if it is the only one in the property),
 - A complete loss of heating in the winter where no temporary heating is available and a tenant is vulnerable due to infirmity or has very young children in the property.

- 9.2 The Associations target time for this category of repair is to attend within 6 hours. The operative attending will only make safe and provide temporary heaters if there is a loss of heating.
- 9.3 Within one working day a member of the maintenance team will contact the tenant to arrange an appointment to return and complete the work required to affect a full repair; this may be influenced by lead times for parts or inspections. The tenant will also be advised what category of repair has been allocated.

10. Urgent Repairs

- 10.1 Urgent repairs are those which, if left unresolved for more than a short period, could seriously affect the comfort of the tenant or may cause damage to the property. This includes but is not limited to:
- Loss of lighting to communal areas,
 - Loss of water or heating in the colder seasons (temporary action may include the provision of temporary heating),
 - Loose or detached handrail, banister or similar item,
 - Insecure external doors or windows,
 - Serious water leaks,
 - Offensive or discriminatory graffiti.
- 10.2 The Associations target time for this category of repair is to complete the work or implement a temporary solution within 5 working days.
- 10.3 The Associations target time for a full repair, after a temporary repair is 20 working days.

11. Routine Repairs

- 11.1 Routine repairs are those which the Association is obliged to undertake as a consequence of our statutory or contractual obligations but which are not urgent and do not pose an immediate risk to health and safety. These include but are not limited to:
- Repairs to outside walls,
 - Repairing individual kitchen units,
 - Repairing door and window furniture (if there is no safety or security risk),
 - Repairs to plasterwork,
 - Replacing damaged wall and floor tiles,
 - Minor plumbing work and replacing taps,
 - Repairing and clearing guttering and down pipes,
 - Minor roof repairs.

11.2 The Associations target time for this category of repair is 20 working days. The Association will always endeavor to carry out the repair as promptly as possible and at a time and date which is mutually convenient and agreed in advance with the tenant.

12. Vulnerable People

12.1 In the context of this policy, vulnerability is defined as:

12.2 'An individual or household needing support to enable them to live independently or a tenant or a member of their household who is vulnerable due to age or serious long term illness.'

12.3 The Association recognizes that our tenants include individuals who are vulnerable and need extra consideration and support in the delivery of repair services.

12.4 The Association will always consider increasing the priority of repairs for frail, elderly or disabled tenants, particularly for faults such as failed heating systems where the tenants' health may quickly be affected if the system remains down.

12.5 A tenant being considered as part of a vulnerable group does not automatically result in a higher priority rating being given to a particular repair request. Each case will be dealt with on its own merits.

13. Insurance Claims

13.1 Claims for damage to tenants or other third party possessions will only be considered where the Association could have reasonably foreseen the need for repair and failed to take action or where there is a clear legal liability.

13.2 Generally it is the responsibility of the tenant to make a claim under their home contents insurance. For this and other reasons we will encourage all tenants to obtain home contents insurance.

14. Recharges

14.1 Where a tenant is found to be responsible for damage or disrepair in their property the Association may carry out the repair works and recharge it to the tenant in accordance with our Rechargeable Works Policy.

14.2 In certain circumstances, where third parties are responsible for damage to a property the Association may carry out the repairs at our expense, however this would generally only apply if the work was deemed unsafe or if the Association felt the property was at risk of further damage or poor workmanship.

14.3 The Association considers re-glazing, following third party damage, to be the responsibility of the tenant of the damaged property. However where a crime has

been reported to the police and a crime reference number can be provided the Association will carry out the work.

- 14.4 In the event a tenant or a member of their household is in a situation of potential risk the Association may carry out the repair and subsequently recharge. In the majority of cases, however, we expect tenants to make their own arrangements to have repairs for which they are responsible carried out. In certain circumstances the Association may be prepared to carry out the works but payment will be required in advance.
- 14.5 A member of the management team must authorise any repair work to be completed in advance of an expected recharge.
- 14.6 Rechargeable repairs are described in more detail in the Rechargeable Works Policy.

15. Appointments

- 15.1 Missed appointments cost time and money for both the tenant involved and the Association. Therefore the maintenance team will take all reasonable steps to minimize missed appointments by arranging mutually convenient times and advising tenants as soon as possible if any unforeseen events arise which prevent the appointment being kept.
- 15.2 All contractors working on behalf of LCA are expected to adhere to the Associations policy and keep tenants and office staff fully advised if operatives are going to be late or will not be able to attend pre-arranged appointments.
- 15.3 The performance of all contractors working on behalf of the Association will be subject to performance monitoring which includes time keeping and attendance, to ensure tenants are being given a satisfactory service.
- 15.4 It is not the policy of the Association to compensate for missed appointments.
- 15.5 Tenants must inform the Association if they will be unable to keep an appointment. Should a tenant fail to notify the Association, the first appointment will be rearranged. Should a tenant miss two appointments the repair request will be cancelled and this will be confirmed in writing unless it involves health and safety issues, in which case LCA will regard it as a case of refused access for an essential repair and may seek a court order to obtain access. The tenant may be responsible for any associated court costs.
- 15.6 As far as possible measures will be taken to accommodate tenant needs when arranging appointments, such as avoidance of the school run or morning / afternoon appointments.
- 15.7 Appointments may be confirmed either by phone, in person or by letter.

16. Access

16.1 In the circumstance a tenant refuses access for essential repairs the Association will use appropriate legal methods to gain access to ensure the completion of all necessary work. The tenant may be responsible for any associated court costs.

17. Pests

17.1 In general, it is the tenant's responsibility to deal with pests or vermin in their home, unless the infestation has clearly spread from a communal area.

17.2 When tenants report pest problems to the Association a member of the Maintenance team will recommend the appropriate action to take or contractors to contact.

17.3 Should a tenant feel unable to make the necessary arrangements a member of the maintenance team will make the arrangement on behalf of the tenant, however, this will be at the tenants own cost.

18. Complaints

18.1 Should a tenant be dissatisfied with the repair service they have received they have the right to complain. Any complaint will be dealt with in accordance with the Complaints Policy.

18.2 Depending on the nature of the complaint a tenant may be eligible for compensation under Right to Repair or a claim of disrepair. All claims for compensation must be made in writing to a member of the Management Team.

19. Right to Repair

19.1 The Right to Repair Scheme gives tenants the right to request another contractor and to claim compensation if Lyng Community Association fails to carry out certain small urgent ('Qualifying') repairs valued at less than £250 within prescribed time limits.

19.2 Qualifying repairs under the Right to Repair Scheme, 1994, will be carried out within the timescales prescribed within the regulations. Should these timescales not be met, the Association will be liable to pay compensation to the tenant at the prescribed rate (current level of £10 plus £2 per day) for every full or part day that the repair remains outstanding, after the end of the second prescribed period to a maximum of £50.

19.3 The Right to Repair Scheme involving compensation only applies if works are not carried out within the timescales specified and the following qualification criteria are met:

- The repair must be an emergency or urgent repair that affects the tenants health, safety or security,
- Lyng Community Association must be responsible for the repair,
- The repair must cost less than £250.

19.4 If when reported the repair is not carried out within the initial timescale the tenant can request that another contractor carries out the works. If the works are then not completed within the second specified period the tenant may request compensation.

19.5 LCA will only meet claims for compensation where tenants have followed the appropriate repairs reporting and notification procedure.

19.6 There is no compensation payable for Right to Repair if:

- The repair was as a result of damage caused by the tenant,
- The tenant had not informed the Association that the repair was needed,
- The tenant did not allow access to complete the repair or missed the appointment,
- Access could not be gained for health and safety reasons.

20. Major Repairs

20.1 There may be some situations where works identified as a result of a responsive repair request are extensive and it is not appropriate to undertake the complete works as an unplanned responsive repair.

20.2 Where such repairs are due to be covered by an imminent cyclical or planned maintenance programme, the tenant will be informed of this and the repair postponed until that date.

20.3 Where repairs are considered urgent because they pose a significant risk to occupants, or where vulnerable tenants are involved, it may be necessary to consider bringing the works forward. This decision will be taken by the General Manager.

21. Health and Safety

21.1 The Association will ensure that all works are undertaken in a manner that complies with health and safety legislation, relevant guidance and good practice in the interests of our tenants, operatives and contractors.

22. Tenants Who May Pose a Risk to Employees or Contractors

22.1 Lyng Community Association keeps a record of current and former tenants who have a history of being aggressive or abusive towards our staff or other tenants.

In such cases the Association will take whatever steps are necessary to mitigate the risks to our staff and others.

23. Reporting Repairs

23.1 Tenants can report a repair by calling the office on 0121 525 5969 between the hours of 10am to 4pm. Tenants can also report repairs by letter, email or by visiting the office during 10am – 1pm Monday to Friday.

24. Out of Hours

24.1 To report emergency or urgent repairs outside of 10am – 4pm tenants must call the out of hours call center on 0300 333 6540.

24.2 When tenants contact the out of hours call center, specialist staff trained in repair diagnosis will take the call. These staff will:

- Confirm whether or not the repair is the responsibility of Lyng Community Association or the responsibility of the tenant.
- Advise the tenant if the request is to be dealt with as an emergency, urgent or routine repair.

24.3 If the repair is classed as an emergency or urgent an on call engineer will attend as soon as possible. This will be to make safe and in the event of no heat during the colder months provide temporary heating. Call out engineers will not attempt to repair or resolve any issues during an out of hours visit

23.4 The following working day a member of the maintenance team will contact the tenant to advise how the repair will be progressed, what priority it has been given and to arrange a mutually convenient appointment to attend and assess or complete the repair.

23.5 If a tenant uses the out of hours service for a problem which is not a genuine emergency or is the result of misuse then the cost of the call out may be recharged. If the tenant is not at home when the contractor calls then the costs will also be recharged and the work request may be cancelled.

24. Communal Areas

24.1 Any repairs reported regarding communal areas will be recorded and attended to in a timescale appropriate to their severity.

25. Pre – Works Inspection

25.1 The Associations policy is to avoid pre-inspecting repair work where possible. Qualified trade staff will usually be able to diagnose and carry out the repair at

first visit. Where a pre-inspection is required, an appointment will be agreed with the tenant when the repair is reported.

26. Undertaking the Work

- 26.1 The Associations employees and contractors are expected to adhere to an appropriate code of conduct.
- 26.2 LCA aims to only use employees and contractors who take pride in their work and are suitably qualified and experienced to complete the work they have been asked to do.
- 26.3 All employees and contractors will carry photo identification and will always provide proof of identity before entering a tenant's home.
- 26.4 The Association expects all employees and contractors to ensure that no damage is caused to tenants' belongings in the course of carrying out work, and those tenants' homes and communal areas are left clean and tidy following the completion of work.
- 26.5 The Association expects all employees and staff to use appropriate PPE, signage and dust sheets whilst carrying out works. Operatives are not allowed to remove safety boots whilst carrying out work, therefore overshoes will be worn to protect carpets where appropriate.
- 26.6 It is the aim of the Association that repairs are completed on the first visit wherever possible. However, if this is not possible the tenant will be advised about what will happen to progress and complete the repair.

27. Variations

- 27.1 When at the property if a tenant reports an additional repair, or if the operative identifies other work that needs attention, the operative can undertake this work if the additional cost is reasonable and if it does not conflict with attendance at another appointment.
- 27.2 Additional repairs reported or completed will be reported to the maintenance team.

28. Minimising the Level of Demand

- 28.1 The aim of the Association is to minimise the level of responsive repairs. In support of this aim, the responsive repair policy supports:
- Undertaking all non-urgent work as planned maintenance where there is an agreed programme in the near future. Tenants will be kept informed of progress of such programmes.

- Batching non-urgent responsive repairs where possible.
- Ensuring that tenants are aware of their responsibilities for maintaining their home, publish material regarding this and provide advice and education to help tenants undertake simple repairs for themselves.
- Collecting sufficient data about the nature of responsive repairs to analyse trends and identify any pattern of component failure.

29. Monitoring

- 29.1 The Association will record and monitor a range of financial and performance indicators in order to assess and improve the performance of the repairs service.
- 29.2 Lyng Community Association will aim to carry out post inspections of 10% of all jobs completed, as part of a focused post inspection programme, but may increase or decrease this percentage depending upon the profile of the jobs being undertaken and the results of inspections, tenant satisfaction surveys and other factors.
- 29.3 Service performance information will be analysed on a monthly basis, and key performance indicators will be presented to the Board and available to tenants on our website.
- 29.4 The Association will publish all performance data annually in the form of the Annual report.

30. Measuring Satisfaction

- 30.1 The Association wants tenants to be satisfied with the repairs service and the works carried out and is committed to obtaining tenants views on the quality of day to day repairs service and act on the results. From time to time tenants may be contacted by phone or satisfaction feedback sheets may be left for the tenant to complete and return. These will be used to gauge performance.

31. Equality and Diversity

- 31.1 We will ensure that all tenants are treated fairly and consistently, to minimise the potential for discriminatory decisions or behavior and will undertake all repair work in accordance with the Association's Equality and Diversity Policy.
- 31.2 Information regarding responsive repairs may be collated and linked to other tenant profiling data in order to ensure that the services we provide does not disadvantage particular groups.

32. Review and Dissemination

- 32.1 Lyng Community Association will consult tenants regarding service standards and delivery and ensure that information is publicised regarding these policies and standards in a manner that is accessible to tenants.
- 32.2 The repair service will be subject to regular review to ensure continuous improvement in the quality, efficiency and value for money of the service.
- 32.3 Regular reviews of this policy and procedures related to it will be undertaken to ensure that the Association continues to operate best practice and that service improvements are implemented. Reviews will take place at intervals of no more than 3 years.

33. Rechargeable Repairs Policy

- 33.1 Please refer to separate document titled Rechargeable Repairs Policy.