

Adur Council

Responsive Repairs Policy

1. Introduction

1.1 The responsive repairs service is the most critical and visible service Adur District Council (the council) provides as a landlord service (Adur Homes). It has the largest number of transactions and residents (tenants and leaseholders) have told us that it is the landlord service that is most important to them but also an area that needs improvement.

1.2 Completing repairs quickly and effectively is therefore a top priority. The responsive repairs service also has a key role to play in maintaining the quality and value of our property assets.

1.3 The aim of this policy is to set out how we deliver our responsive repairs service to achieve high levels of resident satisfaction and ensure it delivers value for money.

1.4 This is one of a suite of policies that covers all our landlord repairs and maintenance responsibilities, including building safety compliance, damp, mould and condensation, planned improvement and works to void properties.

1.5 2.4 The scope of this policy includes repairs to Adur Council rented properties (including private market), communal areas and offices. For details concerning repairs and charges for leaseholder please refer to the:

- Leasehold Management Policy
- Payment Policy for Leaseholder Major Works Charges
- Leasehold Service Charge Income Collection Policy

2. Definition and scope

2.1 A responsive repair is a repair reported by or on behalf of a tenant or identified by an officer when visiting a property. A component that is faulty, worn, or damaged will be repaired to a good condition or replaced.

2.2 Responsive repairs include repairs to:

- External fabric of the building such as roofs, roof line goods (soffits, fascias band guttering), windows, external doors, structure.
- Internal elements such as floors, tiling, kitchen units.
- Heating and hot water systems.
- Drainage, plumbing and waste services including bathrooms and toilets. (residents are responsible for unblocking waste pipes caused by poor maintenance or inappropriate disposal of food, nappies, wet wipes and other items).
- Electrical wiring systems.
- Fencing and external paving. (limitations to this depending on elements damaged e.g. fencing backing onto public areas, other fencing is tenants responsibility)
- Communal areas (including communal lighting).

2.3 For the purposes of this policy, a responsive repair does not include:

- Planned or programmed major component renewals such as kitchens, bathrooms, windows, external doors or roof replacements.
- Cyclical maintenance, which is activity that has been planned to maintain the structure or safety of a building or equipment, including external decoration.
- Activities related to servicing and compliance and resulting programmes of work.
- Large, structural, or complex repairs (including those related to disrepair) that require significant planning and project management.
- Tenant damage as per the Recharge Policy

3.0 Legal and regulatory requirements

3.1 The policy is informed by current legislative and associated regulatory frameworks.

3.2 Adur Council tenancy agreements and leases set out contractual positions on repairing responsibilities for both landlord and tenant.

4. General Policy Statement

4.1 In accordance with its duties under the above legislation, regulation and good practice, the council through its Adur Homes service will deliver a responsive, reliable, and customer-focussed responsive repairs service which aims to deliver high levels of resident satisfaction and value for money.

4.2 We will clearly set out the relative responsibilities of both the landlord and tenant in the tenancy agreement. Information will be provided before the start of the tenancy and guidance will be published on the website.

4.3 We will work with tenants to continually monitor and seek to implement improvements to our repairs service. (Details of how we monitor repairs services are provided in section 11 of this policy). This will include learning from complaints and customer survey feedback.

5. Repairs reporting and Appointments

Repair Reporting

5.1 Tenants are able to make repair requests via our website or Customer Contact Centre .

Repair Appointments

5.2 The Adur Homes service provides two broad categories of repair appointments:

- Emergency – repair work will be completed within one working day.
- General – other repair work will be completed within 28 days

Appointments are available in the morning and afternoon and details of the time slots and booking arrangements on the website.

Appointments by arrangement for a specific time slot can be arranged with the contractor directly to meet the needs of residents.

Repairs to the structure of a property or to a communal area will normally be completed within 28 days.

5.3 We will take the needs and circumstances of individual tenants into account wherever possible when considering how repairs are delivered. This means we will ensure repairs are carried out more quickly, or adjust our appointment times, where the tenant has vulnerabilities, health conditions or impairments or has young children that may be impacted by the need to have the repair completed. We will also be respectful of and take into account any cultural or religious requirements.

5.4 We are committed to ensuring that people are not disadvantaged in accessing our services. To this end, we will make reasonable adjustments in the implementation of this policy for disabled people.

5.5 We will develop easy access to reporting repairs and booking an appointment. This includes providing a variety of ways for residents to report repairs (online or via our customer contact centre). Whilst most common repairs can be reported and allocated an appointment online or via our customer contact centre, some repairs will need to be diagnosed by a member of staff via our telephone or email service.

5.6 We will always aim to keep appointments that have been agreed with tenants. Where this is not possible, we will contact tenants to explain the reasons and rebook the appointment. We will have targets for completing repairs at the first visit but where this is not possible, we will keep tenants informed about the progress of their repair, and any changes or delays.

5.7 We will ensure that our tenants and any members of their household, and their homes are treated with respect. Operatives will wear ID badges and ensure the work area is left clean and tidy.

5.8 We will have effective processes for the reporting of defects in new build properties, or where major works have been carried out.

5.9 As part of our commitment to respond to an emergency repair within 24 hours, we will maintain an out of hours repairs service. This service is for emergency works only that cannot wait until the next working day. The service is a 'make safe' only service and any further works required will be undertaken during normal business hours.

6. Responsibilities

Council Responsibilities

6.1 For our tenanted properties we are responsible for keeping in good repair the structure, fixtures and service installation at the premises, examples include:

- Systems providing heating, gas, electricity and water in homes including:
 - heating systems, water heaters fitted by the council
 - electrical circuits, sockets and switches
 - internal pipes, baths, sinks, basins, toilets, taps and deck mixer showers (installed by us)
 - other appliances we put in and own (such as communal television aerials and door entry systems)
 - annual servicing of council gas appliances

- Exterior to tenant homes:

- external paint work
- chimneys, chimney stacks and flues but not including sweeping
- drains, gutters and outside pipes
- roofs, external walls and floors
- windows
- paths and steps
- some fences (see details below), walls and gates erected and owned by the council
- external doors and door frames

- Interior of tenant homes:

The council is responsible for the following interior repairs due only to natural wear and tear.

- walls
- floors and ceilings
- plaster work
- door fittings – locks, handles and hinges
- windows and window frames
- kitchen units and bathrooms

- Communal area and facilities:

- lifts and entry phone systems
- fire detection and emergency lighting system
- shared entrances, halls, stairs and passages
- painting the inside and outside of shared areas
- parking areas and any other shared area

Adur Council Tenants

6.2 Some minor repairs are deemed to be the tenant's responsibility. These include things like taps, washers, internal doors, toilet seats. These are set out in the tenancy agreement and tenant handbook. Examples of tenant responsibilities include:

- Interior of home
 - chimney sweeping
 - curtain rails, skirtings, and architraves
 - damage caused by tenants, anyone living with the tenant, tenant visitors or pets
 - Internal doors, except fire doors
 - door adjustments required when installing flooring or floor coverings

- doorbells (if battery powered) and door furniture
 - fuses and plugs on your own appliances
 - general decoration
 - plugs and chains for all baths, sinks, wash hand basins and WCs
 - unblocking waste pipes, sinks etc caused by poor maintenance or inappropriate disposal of food, nappies, wet wipes and other items.
 - shower heads and hoses and shower curtains
 - wiping down and cleaning of tiles to prevent mould
 - turning on and off to test your stopcock at least twice a year to ensure it is still working.
 - smoke alarms (if battery powered)
 - toilet seats (unless resident is in sheltered accommodation)
 - TV aerials and satellite dishes (unless linked to a communal aerial)
 - minor cracks in walls
 - any electrical fittings not supplied by us.
 - cooker installations
 - any item that has been gifted to you by the council.
 - light bulbs, except in the kitchen or bathroom.
 - external lights or sockets, not fitted by the council.
 - fault finding on personal appliances.
 - cleaning fans and showers
- Exterior of home
 - blockages to waste pipes, gullies and WCs caused by misuse (including flushing nappies and wipes)
 - damage caused by forced entry by the police (unless nothing was found, and no-one charged)
 - gardens / garden contents
 - Keys / fobs - lost or stolen, including the replacement of locks
 - pests (unless they are interfering with our ability to carry out repairs)
 - wooden sheds or outbuildings including doors and frames.
 - Fences that are not directly adjacent to a public footpath, highway or grounds are tenants responsibility

6.4 Tenants are responsible for the internal decoration and plaster in their home and must decorate as often as is necessary to keep it in good condition. They must obtain our prior written permission to either use or remove textured coatings (including Artex), wall cladding or decorative timber to the internal walls and ceilings in their home. Tenants must not fit locks on any internal doors (except the bathroom or WC) in their home without our prior written permission. Tenants are responsible for keeping in good repair and proper working order; internal shelves, doors (including wardrobe and cupboard doors), door furniture, locks, handles, picture rails, curtain rails, pelmets, dado rails, skirting boards, seals, grouting, surface fixed

draught excluders, any fixtures and fittings installed by the tenant (whether or not they have our prior written permission), hinges, bolts, windows, window security locks, sash cords, window glazing, light bulbs (other than sealed lighting units e.g. in bathrooms) and rotary/washing lines in individual gardens, floor coverings such as carpet or vinyl flooring (save where provided new by the council).

Due to potential noise nuisance, tenants must keep floors covered with an appropriate covering such as, carpet and underlay and must not lay laminate or wooden flooring without our prior written permission. Tenants must not use adhesive glue to secure floor coverings and will be charged for the removal of the floor covering and any damage to the floor, in the event of inspections or repairs needing to be undertaken. If the council carries out repair/improvement works to a home that requires the removal of any flooring which tenants have installed, then the tenant is responsible for its removal and re-installation. If the tenant does not remove the flooring before works are carried out, the council will not be responsible for any damage caused to it, or for its re-fitting or replacement.

Tenants must not decorate or affix anything to the outside of their home including an aerial, satellite dish, burglar alarm, CCTV or video doorbell without our prior written permission. Tenants must not install a gate, fence, and security door/grill without our prior written permission. Tenants are responsible for keeping in good repair and proper working order all sink and basin plugs and chains, tap washers, bath panels, toilet pull chains/handles and toilet seats, the reprogramming of heating control units, topping-up combination boilers, replacing cylinder hot water jackets, taking precautions to prevent frost damage to pipes and installations, chimney sweeping, servicing battery operated smoke detectors, and annual service of tenants own gas fired appliances and flues where the council has not accepted responsibility and provide the council with service certificates. Tenants are responsible for clearing blocked sinks, basins, baths, toilets and drains and must not allow them to become blocked as a result of misuse. Unless the tenant lives in a flat, they are responsible for keeping all gulleys, gutters and drain entrances clear.

6.3 Our staff and contractors have the right to be treated with respect and not to be put at risk when working in residents' homes. This means they should expect a reasonably clean working environment, from which children and pets are kept clear. We ask that smoking does not take place when a repair is being carried out.

6.4 Where there may be a potential risk to the health and safety of a visiting member of staff (or contractor), we may need to suspend the works until the working environment can be made safe. We will work with tenants in such situations, particularly if they are vulnerable, and offer support and advice to bring the property back to a safe condition.

7. Repairing Specifics

7.1 There are certain types of repair jobs that require further explanation and these include:

Fencing

Tenants are responsible for fencing unless adjacent to a public area. In these circumstances, where existing fencing is in poor condition and needs replacing, the council will:

- Install 6ft closeboard fence panels bordering a public footpath
- Where an individual panel is 'down' we will replace if necessary, on a like for like basis

Fire Safety

When we are installing new kitchens or while properties are empty, we will ensure the door from the kitchen into the rest of the property is a fire door conforming to FD30 compliance.

Signs on the door will remind tenants that removing the door closer makes the fire door ineffective.

We will complete Fire Risk Assessments for each of our flat blocks and sheltered housing accommodations. These will be made available to tenants at their request. More detail on the council's approach to Health and Safety is contained within our Health and Safety Policy.

All flat front doors are FD30 fire doors and meet the fire regulation requirements. We will undertake an annual inspection of all flat front doors to ensure it remains in good condition and continues to meet the requirements of the fire regulations and has not been damaged. Some repairs may be rechargeable to the tenants as per the recharge policy if proven to be damaged as a result of misuse or vandalism whether accidental or on purpose..

Electrical safety checks (EICR)

Residents must allow access for periodic electrical safety checks and other routine compliance inspections.

Asbestos

There may be situations where it becomes apparent to an operative, contractor, or other Adur Homes service representative, that asbestos is present in a tenant's home. Where that happens, the council will follow Health and Safety guidance as set out in councils' Asbestos Policy, undertaking all that is reasonably practicable to prevent exposure and risk. The process of dealing with asbestos in a tenants home, in accordance with legal and good practice requirements, will be agreed with the tenant or leaseholder.

Mould and condensation

We will follow the councils' procedures in relation to mould and condensation. The purpose of the procedure will be to support tenants with mould issues and address any issues that are impacting mould growth, alongside exploring issues associated with the fabric of the property. The Adur Homes maintenance team will lead on these issues. Tenants have a responsibility to manage condensation and mould with regular cleaning and wiping down of the affected areas and will be provided with relevant advice if it has been reported as part of our process.

Mutual Exchanges

If a tenant has installed, after receiving permission from the council a non standard item – such as a kitchen, or conservatory – they may be asked to maintain it. If a tenant who has a non-standard alteration seeks permission to exchange – the exchanging tenant may be asked to continue to maintain the alteration.

Raising concerns

We encourage our repair contractors to report concerns to us following visits to our tenant's homes. Where concerns are raised, we will ensure they are recorded and followed up by the relevant part of the service or external agency.

Trees

Where trees are decayed and/or dangerous we will arrange for them to be inspected and removed. Where requests are made for 'cosmetic' work – we will refer tenants to a list of approved contractors.

Voids (Empty Homes)

We will publish a specification for new tenants which details the work that has been undertaken to make the property ready for its new occupants.

Our focus while a property has been empty is to ensure it is safe to occupy for the new tenant – this means a gas and electrical safety check, the identification of any

asbestos in the property and a thorough clean as a minimum. We will also lock loft hatches to ensure insulation is not damaged and so it cannot be used for storage.

As part of our health and safety commitment we will also clear the garden so it can be maintained, check the condition of the fencing and remove any potential trip hazards on paths.

If the property needs more extensive work – such as a replacement kitchen or bathroom this may be installed when the new tenant moves in to enable them to have as much choice as possible over the design but if deemed necessary to be replaced during the void period, it will be replaced.

Where we are not able to undertake work

The condition of some properties dictates that we cannot undertake repair work in them. Where this is the case, we will record the contractor's objections. The council will support the tenant in making arrangements to enable the work to go ahead.

8. Permission for work

8.1 Alterations and home improvements may be classed as damage to the property if:

- the council has not given permission (planning/building control permission must also be sought in line with current planning requirements)
- not carried out to the required standard (recharges will apply if the council needs to put right unsatisfactory work).
- relevant safety and guarantee certificates are not provided (recharges will apply if the council needs to put right unsatisfactory work or obtain certificates).
- in certain circumstances, the council will require a qualified surveyor to sign off works undertaken to ensure it is satisfactory and safe.
- not safe or adequately maintained
- if we need to bridge over for example an extension to undertake repair/maintenance work, we reserve the right to recharge the tenant extra cost that may entail.

9. Recharges

9.1 The council can recharge tenants for work that is the tenants' responsibility and for putting right some work and our approach is set out in the Recharge Policy. Charges can include:

- Putting right unsatisfactory/poor repair work
- Repairing damage to our property as a result of misuse, neglect or wilful

- damage
- Removing rubbish from a property (normally after the tenant has ended their tenancy)
- Replacing lost keys

Charges will also be made for alterations that have been made by tenants that must be removed before the property is vacated. In addition, where tenants misuse the emergency repairs service, we will recharge the cost of the call-out charge to the tenant.

10. Consultation and communication

10.1 Tenants have been consulted on the content of this policy. Tenants will be consulted if any changes are made to the content of this policy.

10.2 Information on the repairs service will be communicated regularly via our newsletter and within our committee reports including the performance of our repair's contractors.

11. Data protection, information exchange and confidentiality

11.1 The council is committed to ensuring the privacy of individuals is respected and that all personal data that is processed by the organisation is dealt with in accordance with the requirements of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 and other related legislation.

11.2 The GDPR lays down rules relating to the protection of natural persons with regard to the processing and sharing of personal data; it protects the fundamental rights and freedoms of natural persons and in particular their right to the protection of personal data.

11.3 The council will therefore aim to ensure that all employees, elected members, contractors, agents, consultants, or partners of the council who have access to any personal data held by or on behalf of the council, are fully aware of and abide by their duties and responsibilities under the law. Specifically, in respect of:

- their responsibilities under data protection law for the protection of personal data
- the necessity of appropriate data sharing
- the benefits for good records management
- the technical and administrative controls operating in the council

12. Value for money

12.1 Repairs is a large area of expenditure and is the service that tenants value the most. We monitor the cost of the service and drive efficiencies through effective scheduling (planning of works), having good supply chain arrangements in place and managing operative productivity.

12.2 We periodically benchmark our costs and productivity against other organisations and make use of subcontractors where it is more cost effective to do so.

13. Monitoring and review

13.1 Customer satisfaction and feedback is collected through the Tenant Satisfaction Measures as well as transactional surveys and complaints. Any areas of identified dissatisfaction will be followed up.

13.2 We will meet with our contractors monthly to discuss the operation of this policy, including associated performance indicators and the success we are having in meeting our policy aims.

13.3 Repairs performance (including benchmark comparisons) will be reported regularly to the Adur Homes Advisory Board.

13.4 This policy will be reviewed at least every three years to ensure that it reflects the needs of our residents, good practice, and changes to legislation or regulation.

14. Rights to compensation

9.1 Residents' rights to compensation are set out in the Compensation and Payment guidelines.

15. Equality and diversity

15.1 Equality and diversity affect all aspects of our business and, as such, its principles are integral to everything we do. As a landlord and an employer, Adur Council aims to recognise and respond positively to people's differences, while providing equality of opportunity in relation to the services and careers we provide and support.

15.2 This means that no person or group of people, either working for Adur Council or seeking housing, services, employment or contracts from us, will be treated less favourably because of their or their partner's, family's, friend's or associated person's protected characteristics, which are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race and ethnicity, nationality,

immigration status, religion or belief, gender and sexual orientation.

16. Health and Safety

16.1 Repairs undertaken to our properties will be undertaken in accordance with all relevant health and safety legislation and guidance.

16.2 The council has produced a Health and Safety Policy which details how we seek to maximise the health and safety of our tenants/leaseholders, staff and contractors. This policy will be updated to reflect changing to legislation /guidance /best practice etc.

17. Works Order Variation

17.1 In order to manage expenditure and ensure value we operate a works order variation process. This allows both directly employed and contracted labour to vary an order up to a set limit before requiring authorisation to proceed with a repair. (See appendix two for full details).

17.2 At the time of reporting a job will be raised in the Orchard System to the best available knowledge at the time. Jobs are raised using schedule of rates (SOR) codes that provide details of the work items required.

17.3 In some instances it may be identified by the attending operative or specialist subcontractor that a variation to the original job is required.

17.4 A variation may include increasing or decreasing an existing SOR code or adding a new SOR code.

17.5 Operatives are given autonomy based on their appropriate training and experience, to authorise and amend jobs up to the value of £350. Variations valued at more than £350 must be authorised by a Team Leader or Manager before works are undertaken.

17.6 Variations to specialist sub-contract works will be authorised by the relevant team leader or manager in line with the specific works contract in place.

18. Quality Assurance (Pre and Post Works Inspections)

18.1 Accurate inspections of repairs to properties are an essential part of Adur Homes repairs service. Property inspections form an integral part of providing an

effective, customer focused repairs service. Whether inspections need to be carried out, are dependent upon the circumstances of the repair.

Pre-Works Inspections

18.2 Upon receipt of a works order or repair request, the contractor is primarily responsible for determining whether a pre-works inspection is required to organise and complete the work.

Post-Works Inspections

18.3 Post works inspections of completed repairs are an essential part of performance monitoring. Not only do they check that the work is of an acceptable standard and correct specification, tenants can be asked whether they are satisfied with the quality of service that they received.

18.4 Both site post Inspections by the council and the contractors quality assurance system inspections will always cover quality of workmanship, conduct of contractor and tidiness during work as a minimum.

18.5 The council will carry out post inspections within 30 days on:

- 5% of all responsive and compliance repairs under £1000
- 100% of all repairs over £1000.
- 100% of all voids
- 100% of repairs that have been poorly carried out by contractors in the past and require follow up work.
- 100% of work that is significantly different from the repair ordered.
- 100% of work which may be a risk to health and safety.
- 75% planned works to ensure that they have been carried out to a high quality and to monitor value for money.

18.6 Of those inspections required for responsive, compliance and planned there will be an element of random selections based on completions. Remaining inspections will be driven by last month's quality and resident satisfaction surveys, along with high value repairs.

18.7 A post-inspection will be undertaken whenever a stakeholder notifies us that the quality of workmanship is unacceptable. This will be undertaken by the relevant supervisor/surveyor as detailed above.

18.8 The council will follow the NatFed specification of workmanship and materials guide as included with the Version 8 schedule of rates to ensure quality control.

18.9 Asset Management work with the Procurement Team to tender works to contractors and suppliers for maintenance works and materials to be supplied, continually working with suppliers to ensure the VFM is achieved on all materials.

18.10 When a property or a repair requires a post inspection, this must be clearly indicated in the works order and be part of any associated invoicing agreements.

18.11 Where the works to the property are found to be below the acceptable standard, the repairs service or contractor will be notified and instructed to recall and complete the work to the required standard. A joint visit to the property by the Contracts Officers and the contractor may be required. A resolution shall be completed within 14 days of the post works inspection unless an emergency or urgent response is required, in which case already established targets shall apply. A Contracts Officer will oversee the recall and contact the customer on completion to ensure satisfaction.