

Responsive Repairs & Maintenance Policy

Leaseholder version

The Council values our tenants and leaseholders' views and is keen to ensure they have a say in how the service is delivered. The main objective of this policy is to keep residents' homes safe and in a good state of repair, and in so doing provide assurance that the Council is meeting legal and regulatory requirements. The feedback received during the consultation process has helped inform the development of this policy.

1 Responsive Repairs – Leaseholder

1.1 Responsibilities

Council's responsibilities	
All communal repairs to an estate and block, including:	<ul style="list-style-type: none"> • the structure and outside of the block including the roof; • shared areas; • shared services, water tanks, plumbing and electricity supplies; • drainage, gutters, rainwater and soil pipes; • outside areas of the estate, estate walls and shared fences.
Leaseholder's responsibilities	
Keeping the inside of their home in good condition. This includes fixing and maintaining the following:	<ul style="list-style-type: none"> • cisterns, tanks, pipes and wires which serve only the leasehold property; • stoptaps, including those between the mains supply and pipes serving the leasehold property; • non-structural walls; • doors and frames inside the property including other internal wooden features; • any flat entrance doors and frames which open onto a landing or corridor and not the outside of the building; • plaster, tiling and other wall and ceiling surfaces; • inside wall surfaces; • any heating or hot water services which are only provided for the leasehold property; • ensuring that any water flowing from their overflow pipe does not cause damage to the external structure of the building.
Reporting any problems or defects relating to the following:	<ul style="list-style-type: none"> • the structure of the building; • any issue within their property that is damaging or is likely to damage the homes surrounding the leasehold property and/or the structure of the building/and/or the health and safety of others; • repairs issues identified within communal areas and the estate;

	• communal heating systems.
Actions of anyone visiting or associated with their property.	
Costs associated with remedying any leaks in their property and leaks from their property into any other resident's property as a result of overflowing baths, sinks, basins or showers, or as a result of wear and tear or damage relating to pipework, and also faulty work carried out by the leaseholder or their representative.	
Ensuring that any water flowing from their overflow pipe does not cause damage to the external structure of the building. Where repairs associated are not carried out in a timely fashion and damage is caused to the building, the Repairs service will repair the damage and the full cost of any action taken to put things right will be charged to the leaseholder.	
Making reasonable checks when reporting communal and structural work directly to ensure that another order for the same work has not already been raised. If reporting through their Housing Online account, leaseholders will be able to see orders already raised against their block and estate to see if the work has already been reported.	

Repairing responsibilities are fulfilled by several specialist teams within the Council depending on the nature and type of work, whether it is cyclical or part of a planned maintenance programme. The Council may ask the leaseholder to complete specified repairs that are the leaseholder's responsibility within a reasonable timeframe, and it is the leaseholder's responsibility to arrange this.

The Repairs service will ensure that during any repairs work carried out to communal areas and within the estate, disruption is kept to a minimum and that following any repair work, the area is left clean.

In some cases, the extent of the responsive repair required may result in the Council:

- temporarily cutting off services to the estate and/or block;
- temporarily stopping all rights of access to the estate and/or block;
- diverting rights of access (such as paths or water pipes) as long as it is no less beneficial to the estate and/or block.

Leaseholders are required to pay a proportion of the full cost of repairs and maintenance to the structure and exterior of the block and communal areas as set out in their lease. For more information, please visit: <https://www.stevenage.gov.uk/housing/leaseholders/your-leaseholder-service-charges/your-leaseholder-service-charges-explained>

As part of their commitment to managing repairs to Council properties efficiently and effectively, the Repairs service will investigate repeated attendance requests and investigate, considering other factors such as warranties and defect periods in their investigation, and will seek to address the issue liaising with other Council services as appropriate to find a solution.

1.2 Leaseholder Responsive Repairs – Building's Insurance

In some cases, a leaseholder's repair issue may be covered by the Council's building's insurance policy. Eligible work, once assessed, may be completed by the Repairs service, another Council service or a third party through the insurance providers depending on the repairs issue.

All leasehold flats within Council-owned blocks are insured on a block policy. Repairs issues covered by the leaseholders' block building's insurance policy which relate to communal areas and the estate should be reported to the council, to prevent cost recharged incorrectly to leaseholders. All other claims should be made through the building's insurance policy provider.

For more information, visit <https://www.stevenage.gov.uk/housing/leaseholders/leaseholder-buildings-insurance> or contact the Resident and Estates Services.

Where a repair to a communal area or within the estate is required as a result of vandalism or criminal damage, the leaseholder should report the damage as soon within 90 days of the damage occurring and also report the damage to the police to obtain a valid crime reference number to be presented at the time of reporting the work to the Council.

Leaseholders are also reminded that not all work will be covered by Council responsibility or buildings' insurance. In respect of non-building related items leaseholders are advised to take out their own contents' insurance. Such schemes are widely available, and leaseholders can choose one to meet their own needs. Information on a home contents insurance scheme provided by the Council can be found on the Council's website:

<https://www.stevenage.gov.uk/housing/home-contents-insurance>.

1.3 Leaseholder - Leaks

Where a leaseholder incurs a leak into their property which they believe to be from another property, they should first try to speak to the resident in the adjoining property to allow them to locate and stop the leak.

If the adjoining property is a Council property, the tenant should also be advised to notify the Council immediately to allow them to take action and stop the leak. Leaks need to be dealt with in as timely a manner as possible and the leaseholder is encouraged to contact the Council with details of the leak, what is thought to be causing it and the flat number from where it is thought to be coming from as early as possible for investigations and further appropriate action to be taken.

The leaseholder may also contact the council's buildings insurer who may be able to offer further advice. Please see section 6.2.2.

If a leaseholder is notified by the Council that a leak is coming from their property into an adjoining property, they should act on this promptly and contact the Resident and Estates Services with either their findings or plans to rectify the leak. Failure to do so could result in the Council gaining access to the leaseholder property and turning off the water supply. If this action is taken, all costs of repair including the forced access will be recharged to the leaseholder.

If forced entry must be made to turn off a leaseholder's water supply, the Council will not be held liable for the repair of any door fittings and fixtures damaged as a result of gaining entry, nor will it be under any obligation to repair the leak if it is located within the leaseholder's property. The leaseholder will need to arrange for immediate repairs to be made to rectify the issue before they turn the water back on.

2 Reporting a responsive repair

Tenants and leaseholders have a responsibility to report any disrepair or damage to Council property (only tenants) and communal areas, including criminal damage, damage caused by neglect or through the fault of a third party, accidental damage and fair wear and tear.

The easiest and most effective way to raise a responsive repair is through their **Housing Online - My Repairs** account. Where a repair cannot be reported through Housing Online – My Repairs, please contact the Council's Customer Service Centre.

The Repairs service will investigate repairs requests from leaseholders relating to the structure of the building, communal area and estate repairs and issues relating to the supply of services to

each property and take appropriate action. The leaseholder should first check the repairs raised on the block to see if there is already an order open for the work. Failure to check this may lead to duplicated orders and unnecessary attendances which may then also be reflected in leasehold service charges for the block.

Emergency and urgent communal repairs should be reported by telephone to the Customer Service Centre during normal working hours (Mon to Fri 09:00 – 17:00) on one of the following numbers: 01438 211011 / 0800 1123444.

Emergency communal repairs that pose a risk to the safety of residents or the structure of the building and which occur out of hours, including at weekends and during bank holidays, should be reported to the Council's out of hours service on the following number: 01438 314963.

3 Who can report a responsive repair?

Responsive repairs in communal areas and within the estate can be reported by the leaseholder, a member of their household or a legitimate third party. Council tenants are also expected to report repairs issues in these areas.

If a named leaseholder wishes to have another person act on their behalf and at their own risk to manage their reports and interactions with the Repairs service concerning communal and estate responsive repairs, details must be provided in writing with the required permissions. This is required to comply with data protection legislation.

4 Repairs Priorities and Timescales

The Repairs service works within a clear framework of priorities and timescales to assess incoming repairs from tenants and repairs to communal areas or within the estate for leaseholders. The different priorities within the framework are outlined below to help understand how their requested repair will be handled and within what timeframe.

The Repairs service cannot always accurately diagnose faults at the point of reporting, but the framework enables the service to identify the trade, priority type and timeframe required and send an operative to fully diagnose and complete the repair.

All response times reflect the period from the responsive repair being reported to its completion.

The reporting to completion times (which in some cases may be through inspection, rather than repair in the first instance) within the Responsive Repairs framework are as follows:

- Emergency Repairs: 24 hours
- Urgent Repairs: 5 working days
- Routine Repairs: 20 working days

Tenants and leaseholders may be asked to repay in full any costs or liabilities incurred by the Repairs service resulting from misuse of the service. Examples of misuse include (although not exhaustively):

- Providing misinformation to obtain a faster response time.
- Failing to be at the property when the operative attends the arranged appointment or emergency attendance.

The Repairs service reserves the right to amend repairs timeframes on a temporary basis in certain circumstances. Examples include, although not exhaustively:

- an extended period for fencing repairs following a period of extreme weather that has resulted in a significant amount of additional work in this area being reported;
- an extended period for guttering repairs following a period of extreme weather or seasonally when demand for such work rises to a level that it cannot reasonably be met within the stated timeframe with available resources.

The service will always endeavour to complete all requested responsive repairs works within the stated timeframes. When this isn't possible, those requesting the affected responsive repair will be notified either at the time of reporting, or within 5 working days depending on how the report is made, that delays are occurring and why and will be given a revised timeframe for the completion of the work.

Leaseholders can view jobs raised against their block, including jobs that are currently open and awaiting completion, through their Housing Online account.

5 Emergency responsive repairs

A responsive repair is assessed as Emergency and attended to within 24 hours if one or more of the following criteria are met at initial assessment:

- a. there is a probable health or safety risk to a person or persons if the repair isn't resolved or made safe;
- b. there is a probable risk to the structure of the property and/or other fixtures and fittings if the repair isn't resolved or made safe;
- c. there is a probable risk of severe hardship to a person or persons if the repair isn't resolved or alternative facilities provided.

The primary aim of an emergency responsive repair attendance is to eliminate the initial factor(s) causing the emergency and repair during the attendance where possible. Follow-on work if required will be prioritised as either Urgent or Routine, depending on the type of work required and in line with other repairs of a similar nature where no emergency element exists.

6 Emergency out-of-hours responsive repairs

The Out Of Hours service is available to customers outside working hours (17:00-09:00) only where there is an immediate risk to a person or property if the repair is not made safe at the earliest opportunity. This implies the repair cannot be reasonably managed until 09:00 the following working day.

The daytime Repairs service reserves the right to refer assessed emergency responsive repairs to the Council's Out Of Hours service to be completed or made safe outside normal working hours where this is required.

Where the repair does not meet the criteria for an emergency out of hours attendance, the customer will be advised to contact the Repairs service via the Customer Service Centre from 09:00 on the next working day.

If the repair requires further work, an appointment will be scheduled. As the element of the emergency repair that was posing an immediate risk to a person or property has been addressed, the remaining work required will be allocated a priority of Urgent or Routine.

In specific circumstances where it's not possible to make safe through the Out Of Hours service (adverse weather), the reporting party will be advised to contact the Council from 09:00 the next working day and offered basic advice to manage the situation. If the issue occurs over a weekend or prior to a Bank Holiday, the Out Of Hours service will further advise the customer to call back if the situation deteriorates to be reassessed and put out to contractor, should it be safe to do so.

If it is unsafe for the occupants to remain in the property, alternative accommodation arrangements will be made. This may be on a day-by-day basis or a temporary decant (please note this may be a hotel) to an alternative property, depending on availability. Council officers will make necessary decant arrangements to suitable accommodation in line with the Council's Decant Policy.

Customers may be asked to repay in full any costs or liabilities incurred by the Repairs service resulting from misuse of the Out Of Hours service. Standard charges can be viewed on the Council website - www.stevenage.gov.uk.

The Repairs service will monitor usage of the Out Of Hours service and will refer instances of misuse or concern to Resident and Estates Services and other services where relevant. Examples of misuse or concern include, but not exhaustively:

- mis-reporting a repair that is not an immediate risk to a person or property in order to get an out of hour attendance;
- regularly reporting avoidable circumstances;
- failure to be at the property when the out of hours operative attends;
- a pattern of reporting issues solely to the out of hours service which may suggest the user is making a conscious decision to bypass the daytime service and obtain preferential treatment;
- concern about the welfare of the caller;
- concern about the behaviour of the caller towards out of hours staff or attending contractors.

7 Urgent responsive repairs

A responsive repair is assessed as Urgent if it may cause substantial discomfort to the customer and potential damage to the property if not repaired. The repairs in this priority category are defined by legislation. An Urgent responsive repair will be completed within 5 working days.

8 Routine responsive repairs

A responsive repair is assessed as Routine and completed within 20 working days if it causes only minor inconvenience and will have no impact on the safety of a person or property if completed within 20 working days. Examples of routine responsive repairs to tenant properties include ease and adjust windows or doors; bath panel repair/replace; gate and fence repairs; blown/misted windows.

9 Right to Repair

The Repairs service Right to Repair obligations are fully met through the terms of this policy. For more information:

<https://www.stevenage.gov.uk/housing/council-housing/repairs/right-to-repair>

10 Ensuring the service meets customer's needs

The Repairs service recognises that some customers may require additional considerations to be made to facilitate the completion of their responsive repairs and can request that the council make reasonable adjustments in person, in writing for example by email or post or by telephone.

Examples of reasonable adjustments include:

- Giving residents the opportunity to be accompanied by a representative when meeting with the Council.

- Provision of auxiliary aids such as hearing loops and adapted computer software and devices.
- Interpretation service (for example British Sign Language (BSL) interpreter).
- Print off and provision of accessible documents (for example in large print, braille, easy read).
- Arranging for residents to provide details over the phone or in-person rather than on-line or paper copy.

We're committed to listening to the voices of the communities we serve. This is underpinned by our fulfilment of the Public Sector Equality Duty set out in the Equality Act (2010) and through the implementation of the Council's Equality, Diversity, and Inclusion Policy (2022-2026). As a Council we will make reasonable adjustments to make sure that anyone who wishes to access our repairs service can do so.

11 Appointments

Appointments are not offered to customers reporting an Emergency responsive repair, as the Repairs service will attend within 24 working hours. Appointments are not offered on communal repairs. These will be attended by an operative (or nominated contractor) in line their assessed priority and attached timeframe.

12 Leaseholders allowing access

The Repairs service does not carry out repairs and maintenance work within and relating to the leaseholder's specific property. This is the leaseholder's responsibility. Leaseholders can find further guidance within their individual lease.

After previous notice in writing, the Repairs service and/or authorised representatives, have the right to enter a leaseholder property at all reasonable times for the purposes of carrying out its responsibilities under the lease. Failure to allow access in such circumstances is a breach of the terms of the lease and the Repairs service will forward details to the Resident and Estates team, who will work with the Repairs service to take appropriate action.

The leaseholder agrees that in the event of a serious situation (such as fire or flood) where immediate action is required to remove an imminent risk to either person or property, and where the leaseholder cannot be contacted through the methods they have provided, the Council may need to force entry into the leaseholder property without prior agreement and without written notice to contain the serious situation. The matter will be referred to the Resident and Estates Services and may be reported to the Emergency Services so that access can be obtained, and the issue made safe. The property will be made secure at the end of the visit. The leaseholder will be financially liable for any costs incurred during this process, including the cost of any responsive repairs work required to make safe.

It is the leaseholder's responsibility to ensure that contact details held for them by the Council are kept up to date to minimise the need for forced entry should a serious situation occur.

13 Charges and upfront payments

The Head of Repairs and Maintenance has overall accountability for:

- identifying chargeable work carried out by the Repairs service;

- providing customers with the costs of chargeable work;
- providing details of chargeable work to the Residents and Estates Services and the Income Services team so that costs can be effectively recovered;

Further information about chargeable repairs and upfront payments can be found in the Council's Housing Income policy.

It is envisaged the Repairs service will monitor requests for responsive repairs per properties and per block. Such monitoring will help identify:

- properties where additional repairs or maintenance intervention may be required to minimise ongoing repairs;
- blocks where communal and estate repairs requests are above average;
- properties where the actions or inactions of the tenant or leaseholder may be contributing to the high repair needs of the property or block.

This information will enable the Council to look at strategies to help reduce repairs and maintenance costs and it will also be referred to Resident and Estates Services for further investigation. The tenant or leaseholder may be subject to charges by the Repairs service for any work carried out that is not deemed to be a result of fair wear and tear.

All leaseholders are required to pay a proportion of the full costs of repairs and maintenance to the structure and exterior of the block, communal areas and the estate as set out in their lease. The Council has a responsibility to recover costs from leaseholders as a result of a responsive repair or other circumstance.

14 Circumstances when a responsive repairs request cannot be accepted

Responsive repairs requests will not be accepted where the repair to the property, or communal area or estate repairs requested is due to be completed as part of a planned investment programme, capital project or major works scheme and there will be no risk to person or property until this work is carried out.

15 Use of specialist contractors

The Repairs service reserves the right to pass work to approved contractors for completion. All contractors working on behalf of the Repairs service will carry identification. Contractors are, in effect, an extension of the Repairs service. Any issues or feedback relating to contractors, or their work can be reported to the Repairs service in the usual way or submitted through the council's compliments and complaints system.

16 Notifying leaseholders

A Section 20 notice (S20) is a notice to tell you that we intend to carry out works or provide a service that Leaseholders will need to pay towards. The consultation process (as it's referred to), has three stages:

- The first stage is where we notify you of our intention to do works.
- The second stage is to notify you of the estimates we have obtained.
- The third stage is to notify you (where applicable) of award of contract to who will carry out the works.