

Responsive Repairs & Maintenance Policy

Tenant 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 Responsibilities - Tenants

Responsive Repairs responsibilities are fulfilled by the Responsive Repairs service within the Council. Below is a list of repairs showing which are SBC responsibility and which are tenant's responsibility. Please note this is not an exhaustive list:

Repair	Details	SBC	Tenant
Baths and basins	Sanitary ware, plumbing connections, bath seals, tiling around the bath	✓	
Bathroom fixtures and fittings	Toilet seats, bathroom cabinets, mirrors, shower curtains, unheated towel rails, toilet holders, plugs, chains		✓
Blockages	Bath, basins and toilets		✓
Boilers	Annual servicing and breakdown	✓	
Ceilings		✓	
Communal areas	Including lighting, doors, door locks, door entry phones, bin stores, recycling areas, cleaning, lifts, communal heating, and ground maintenance	✓	
Decoration	External	✓	
Decoration	Internal		✓
Entrance door (front and back)	Including frame and door and draught excluders	✓	
Entrance door locks	Including loss of keys and repairs to forced entry if you get locked out		✓
Internal doors	Repairing or replacing door and/or frames	✓	
Door furniture	Including handles, letterboxes and door bells		✓
Drains	Outside, blocked or damaged within the property boundary	✓	
Electric appliances	Such as cookers, fridges, washing machines and dishwashers		✓
Fences and gates	Where provided by SBC in line with the Fencing Policy.	✓	
Fixtures and fittings	Such as coat hooks, curtains, curtain rails		✓

Repair	Details	SBC	Tenant
Flat blocks main and rear entry door	Both manual and electronic	✓	
Floorboards and subfloors	Floorboards and latex levelling of hard floors	✓	
Floor coverings	Including adapting floors to accommodate carpets		✓
Garden to individual home	Including turf, repairs or replacement of dustbins/wheelie bins and recycling refuse areas, trees and shrubs		✓
Garages	Attached garages only (excluding garage blocks)	✓	
Glazing	Only if broken into, tenant must get a crime reference number, or accidentally caused by Council or contractors		✓
Gutters	Repairs with clearing and cleaning subject to the cyclical maintenance policy.	✓	
Heating	Including solar thermal or PV panels	✓	
Hot water heaters	Including immersion heaters	✓	
Infestations	Including ants, wasps, bees, cockroaches, mice, rats or bedbugs		✓
Kitchen units	Including worktops	✓	
Light fittings	Light bulbs, fuses, pull cords and fluorescent tubes (including bulbs in sealed units)		✓
Paths	Including steps, footpaths and ramps	✓	
Pilot lights	Including resetting any heating controls		✓
Plastering	Including path repairs and making good post repair works	✓	
Plumbing repairs and leaks	Including outside pipes	✓	
Porches		✓	
Roofing and outside walls	Ensuring the property is weatherproof and watertight	✓	
Showers	Where provided by SBC only.	✓	
Stairs	Including banister, handrail and staircases	✓	
Switches and sockets		✓	
Telephone points			✓
TV aerial points	In tenant owned properties only. SBC responsible for communal lounges		✓
Ventilation systems	Including heat recovery systems and mechanical extraction fans.	✓	
Wall tiling	Including patch repairs and making good post repairs works	✓	
Washing lines	Including rotary lines (unless in communal areas)		✓
Water leaks	Including sealant around sinks and bath	✓	
Windows	Including windowsills, sash cords, catch and frames	✓	

In line with the Tenancy Agreement and Conditions of Tenancy, the Repairs service does not accept requests where the responsibility for the repair rests with the tenant. Further clarification is available on the Council's website and in the Tenancy Agreement and Conditions of Tenancy.

The Repairs service will not accept responsive repairs requests in some situations if basic checks or preparation work have not yet been completed by the tenant to make sure the repair is required and/or prepare the work area. The following list of examples is not exhaustive, but includes:

- checking and resetting trip switches to help identify if the issue relates to an electrical item within the home or an electrical fault in the property;
- attempting to clear blockages in wastes, gullies and toilets;
- cleaning out shower heads;
- removing areas of boxing and other items such as furniture that would otherwise prevent an operative from accessing the repair area;
- lifting any fitted carpets, laminate flooring and similar that may be required to access and complete the repair;
- maintaining the property to a standard of cleanliness and without a build-up of clutter or rubbish that will allow an operative to carry out repairs safely;
- moving white goods and/or furniture out of the area to be worked on.

Furthermore, the Repairs service:

- requires a suitable and sufficient accessible route to and from the area to be worked on to complete repairs.
- may not accept repairs requests from tenants with regards to fixtures and fittings added to the property by the current or previous tenants.
- does not offer lock changes, fit additional locks, fixtures and fittings, or install tenants own purchased goods, fixtures and fittings.
- will not decorate any areas affected by the works following completion of the repair.
- will ensure that during any repair work, disruption is kept to a minimum and that following any repair work, the area is left clean and tidy.
- does not assist to gain entry to their properties. In exceptional circumstances, only following a referral from another team or from the Police will this take place. The named tenant must be present when the lock change is carried out in order to take ownership of the keys.

The Council acknowledges that sometimes a tenant may encounter an exceptional circumstance that requires additional consideration for a repairs-related decision to be made. If a tenant believes they have an exceptional circumstance that cannot be resolved within the scope of the Responsive Repairs policy, the Repairs service will liaise with Resident and Estates Services and/or other services as necessary regarding the circumstances to agree a solution. If the special consideration is agreed to be necessary to safeguard either person or property and also found to be outside the tenant's ability to fulfil, this will be taken into consideration in reaching a decision. SBC will also make reasonable adjustments to enable fair and equal access to the Repairs service.

In the unlikely event that any request made for additional consideration results in a referral that cannot be fulfilled by the Repairs service using available resources, or where they feel insufficient information has been obtained to make the referral, they reserve the right to decline the request to allow the referring officer to then look at alternative options in other areas. If a referral is made, the Repairs service will also explain why they are unable to carry out the work requested.

In some cases where disrepair or damage falls within the scope of the Repairs service, the extent of the repair required may result in the Council:

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

- decanting the tenant to an alternative property in line with the Council's Decant Policy to enable the repair to be carried out.

In some cases, a repair issue may be covered by the Council's buildings' insurance (for example, water damage or fire). In order for a potentially eligible repair to be investigated, a tenant must initially:

- report the damage within 30 days of it occurring;
- report any act of criminal damage or vandalism that caused the repair to the Police and obtain a valid crime reference number.

3 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.

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.

4 Who can report a responsive repair?

Responsive repairs can be reported by a tenant, a known household member or a legitimate third party. If a named tenant wishes to have another person act on their behalf and at their own risk to manage their responsive repairs, details must be provided in writing with the required permissions. This is required to comply with data protection legislation.

5 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. 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 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.

6 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.

For tenants, emergency responsive repairs examples might include, although not exhaustively:

- an insecure external window, door or lock;
- total loss of electric power;
- an unsafe power or lighting socket or electrical fitting;
- leak from a water or heating pipe, tank or cistern;
- total loss of water supply to the property;
- a blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling or house) toilet pan;
- a toilet not flushing (where there is no other working toilet in the dwelling or house);
- total or partial loss of electric or water heating between 31 October and 1 May in a property that does not have a gas heating and/or hot water system.

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.

7 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.

8 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. Examples of Urgent responsive repairs to tenant properties include:

- partial loss of electric power;
- partial loss of water supply to property;

- total or partial loss of electric space or water heating between 1 May to the 31 October in a property that does not have a gas heating and/or hot water system;
- blocked sink, bath or basin;
- tap which cannot be turned;
- loose or detached banister or hand rail;
- rotten timber flooring or stair tread;
- some window repairs relating to securing the property;
- a leaking roof or mechanical extractor fan in internal kitchen or bathroom not working.

9 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.

10 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>

11 Ensuring the service meets customer's needs

The Repairs service recognises that some tenants or members of their household 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.

12 Appointments

Appointments are not offered to customers reporting an Emergency responsive repair, as the Repairs service will attend within 24 working hours. The tenant or a representative of the tenant aged 18 or over is expected to remain at the property over this period to give access and also stay at the property until the repair is made safe or completed.

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.

We will offer appointments on all responsive repairs work assessed as Urgent or Routine within a tenanted property on a slot basis as follows (excluding Bank Holidays):

- am: Monday to Friday 08:00 – 13:00
- pm: Monday to Friday 12:00 – 16:00
- school run: Monday to Friday 09:30 – 14:30

Examples of situations that may result in the need to move appointments may include, although not exhaustively:

- diagnosis on attendance that work required is of a more extensive nature than originally anticipated and/or requires immediate attention and an extension to the appointment time allotted.
- a report of a serious emergency that requires immediate attention and may also require more than one operative/sub-contractor.
- severe weather conditions affecting the ability to travel around the town safely.
- a sudden reduction in available resource, for example the temporary loss of staff members through illness.
- the introduction of national or regional government restrictions.

13 Tenants allowing access

In line with the Tenancy Agreement and Conditions of Tenancy, tenants must allow access to the Repairs service for the following purposes:

- to inspect requested responsive repairs in the property, or to the communal areas, block or estate of which the property forms a part.
- to carry out Emergency, Urgent and Routine responsive repairs or other necessary works to the property, or to the communal areas, block or estate of which the property forms a part.
- to carry out safety checks in areas managed by the service.

Operatives from the Repairs service and/or contractors will show an official identification card prior to starting the inspection or work in a property.

The Repairs service requires that young children and pets are kept away from the area of repair work whilst the attending operative/sub-contractor carries out the repair.

Failure to allow access to your property for a pre-arranged appointment is a breach of your responsibilities as outlined in the Tenancy Agreement and Conditions of Tenancy.

In some cases, and in accordance with the Tenancy Agreement and Conditions of Tenancy, immediate access to a property is required such as in cases of serious water or sewage leaks or unsafe electrics. The tenant agrees that the Repairs service can enter the property without prior access agreed and without written notice whether they are there or not in the following circumstances:

- to inspect a property and carry out any responsive repairs needed to make a serious emergency responsive repair safe, such as major leaks, electrical or gas safety;
- (by force as necessary) if there is a fire, flood or danger to Health and Safety.

In cases where forced entry is required the Repairs service will make sure the property is left secure but reserves the right to charge the tenant for the costs of forcing entry.

If an operative or officer attending an appointment is subject to any form of harassment, abuse, violence or the threat of violence, they are within their rights to leave the property. The Council takes all reports of such incidents directed against council employees very seriously and will refer the matter to the Police and/other relevant authorities.

14 Missed appointments

The nature of the Repairs service means that sometimes exceptional situations will arise that require re-routing of work and/or resources leading to an appointment being missed or rearranged at very short notice. In such circumstances the Repairs service will contact the tenant at the earliest possible opportunity and arrange for the work to be completed at a later date. If attempts to reach the tenant have been made and the tenant is uncontactable, the Repairs service reserves the right to move the appointment even if the tenant cannot be reached.

Tenants can amend appointments made for responsive repairs to a new date and time up to the day of the appointment. It is the tenant's responsibility to notify the Repairs service if they wish to rearrange or cancel an appointment.

The Council does not make compensation payments for problems resulting from matters beyond its control, including the need to reschedule work and resources at short notice. However, if the Council fails to keep a prearranged appointment without good reason, it is envisioned a compensation payment will be offered.

The Repairs service has a responsibility to monitor missed appointments by customers. If the customer is not home or fails to allow access to a pre-arranged appointment or emergency attendance, it is a breach or failure of their responsibilities. It is envisioned the Council will determine the level of recharge applicable for the missed appointment.

In the event of a missed appointment, the attending operative or officer will attempt to contact the customer through the contact details held by the service. If no contact can be made, or if the customer is unable to come to the property immediately to allow access, photographic evidence will be taken recording the date and time the property was visited, and a card was left.

It is the responsibility of the customer to make sure that correct contact details are provided at the time of reporting the responsive repair.

At this stage, the repairs order will be closed. It is the responsibility of the customer to re-order the work and arrange a new appointment if work is still required.

15 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.

The Repairs service does not accept repairs requests for items or issues that are the tenant's responsibility. In individual cases where a repair is the tenant's responsibility, but the tenant lacks the financial resources to effect the repair, the tenant should contact the Income Services team for advice. Depending on the nature of the repair and circumstances of the tenant, it may be possible to arrange payment upfront in instalments so that the repair can be referred on collection of the full amount and completed by the Repairs service.

In cases where the repair is the tenant's responsibility and it also poses a risk to person or property, where the tenant lacks the financial resources to effect the repair, the Repairs service may attend and make safe and the tenant will be liable for a standard attendance fee and the cost of any works completed plus VAT. Arrangements to pay this amount will then be made through the Income Services team.

The Repairs service has a duty to inform liable parties of the costs they may incur if a responsive repair is chargeable. Details of standard amounts for chargeable repairs can be found on the Council's website www.stevenage.gov.uk. Further advice can be obtained from the Repairs service.

Tenants are responsible for carrying out most repairs that are caused by accidental damage, misuse or neglect by any member of the household, any visitors to the household and includes issues in both individual properties and communal areas.

Tenants will be charged for any responsive repairs attended where the Repairs service has reason to believe that the repair is necessary for any reason other than wear and tear. Such cases will be referred with full information to Income Services for perusal of recharged costs.

The Repairs service does not charge for repairs in the following circumstances:

- the damage is as a result of domestic violence, except where the perpetrator is a named tenant of the property;
- damage due to some other violent incident directed towards the tenant or a member of their household by an external third party where the damage has been reported within 30 days of the incident and the tenant has also received a crime reference number;
- damage due to hate crime directed towards the tenant or a member of their household by an external third party where the damage has been reported within 30 days of the incident and the tenant has also received a crime reference number;
- cracked, broken or damaged glazing, damaged door frames and/or landlord's fixtures and fittings where the damage has been caused as a result of a break-in or burglary where the damage has been reported within 30 days and the tenant has also received a crime reference number;
- a small number of circumstances where the accidental damage meets specific criteria meaning that it is covered by the Council's buildings' insurance.

The Council has a responsibility to recover costs from tenants following an agreed upfront responsive repair referral that is the tenant's responsibility.

16 Circumstances when a responsive repairs request cannot be accepted

Responsive repairs requests will not be accepted in the following circumstances:

- 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;
- the tenant has started the Right to Buy process;
- an abandonment notice has been issued;
- the tenant is refusing to give access for the annual gas safety service.

Where the tenant has started the Right to Buy process, the Repairs service will only accept and/or fulfil requests where there is a legal obligation to do so (in emergency cases). This extends to repairs previously ordered but not yet completed and where there is no legal requirement to complete. These works will be cancelled at the point the Right to Buy process is initiated.

17 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.