

## Appendix A



**Charnwood Borough Council**  
**Landlord Service**  
**Repairs and Maintenance Policy**  
**2024 – 2027**

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## **1. INTRODUCTION**

This policy is the overarching guide to how we deliver, and what we deliver, in terms of the repairs and maintenance service to Charnwood Borough Council's stock of rented and leasehold properties.

## **2. OBJECTIVES**

**2.1** Our key objectives are to:

- provide a high-quality repairs service that is customer focused, efficient, and cost effective;
- achieve excellent standards of customer care and customer satisfaction;
- comply with our legal responsibilities and statutory requirements;
- protect the value of the housing stock;
- provide council homes that are safe, warm and well maintained;
- carry out repairs right first time;
- ensure all council homes and communal areas are safe and comply with legislative requirements;
- ensure we meet the obligations outlined in our tenancy agreement;
- ensure ease and equality of access to the service;
- work in partnership with customers to improve the service.

## **3. SCOPE**

**3.1** This policy covers the responsive repairs and maintenance service to all properties and communal areas owned and/or managed by Charnwood Borough Council.

**3.2** This policy sets out the repairing obligations of the council, and the rights and responsibilities of our customers.

**3.3** This policy is applicable to all council colleagues, partners and contractors, as well as customers.

## **4. POLICY STATEMENT**

**4.1** This document sets out in detail Charnwood Borough Council's policy for the delivery of a high quality and value for money repairs service and covers all areas with respect to the repair and maintenance of the council's stock.

## **5. LEGISLATIVE CONTEXT**

5.1 Local authorities have a legal obligation to keep their homes in a reasonable state of repair as well as to keep their employees and members of the public safe.

5.2 We will deliver a repairs service that complies with regulatory and statutory obligations, to ensure the health safety and security of our tenants and their homes are maintained.

5.3 The Regulator of Social Housing (RSH) provides the regulatory framework for social housing in England. At the time of writing this includes the draft Safety and Quality Standard, which contains specific requirements upon landlords.

5.4 The key areas of legislation are:

- Landlord and Tenant Act 1985;
- Housing Acts 1985, 1988, 1996, 1998 and 2004;
- Defective Premises Act 1972;
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994;
- Environmental Protection Act 1990;
- Equality Act 2010;
- Leasehold Reform, Housing and Urban Development Act 1993;
- Common-hold and Leasehold Reform Act 2002;
- Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994;
- Gas Safety (Installation and use) Regulations 1998;
- Regulatory Reform (Fire Safety) Order 2005;
- The Control of Asbestos Regulations 2012;
- Health and Safety at Work Act 1974;
- The Management of Health and Safety at Work Regulations 1999;
- Control of substances hazardous to health regulations 2002;
- Water Supply (Water Fittings) Regulations 1999;
- Occupiers Liability Act 1957 and Occupiers Liability Act 1984;
- The Construction (Design and Management) Regulations 2015;
- Building Regulations Approved Documents;
- IET Requirements for Electrical Installations 18th Edition 2018 4th Amendment (BS7671);
- Legionnaires' disease - The Control of Legionella Bacteria in Water Systems, Approved Code of Practice and Guidance L8 2013;

- The Control of Legionella Bacteria in Hot and Cold Water Systems HSG274 2014.

## **6 REPAIR RESPONSIBILITIES**

- 6.1 The responsibility for undertaking repairs and maintaining homes is shared between the council and its customers.
- 6.2 Customers are required to report repairs that are the council's responsibility as soon as possible to ensure properties do not fall into disrepair. The council, and its contractors also have a responsibility to identify and report repairs.
- 6.3 The council expects customers to keep the inside of their homes in good condition and keep gardens and communal areas clean and tidy.
- 6.4 Customer are required to undertake minor repairs and maintenance that are not the responsibility of the council to ensure the upkeep of their homes. This includes ensuring repairs do not arise due to neglect, wilful damage or accidental damage. The secure/introductory tenancy agreement sets out in detail repairing obligations between the council and the tenant, details of which are contained in appendix 1.
- 6.5 The breakdown of customer and council responsibilities is outlined in Appendix 1.

## **7. RECHARGEABLE REPAIRS**

- 7.1 A rechargeable repair is defined as any repair that is above and beyond normal wear and tear or arises from accidental damage, abuse, neglect, or deliberate and or malicious damage. This applies to all customers, their households or visitors to the property.
- 7.2 The council will recharge customers for repairs resulting from:
- vandalism, negligence or wilful damage by the tenant, family members or visitors;
  - blocked drains or sanitary ware which has been caused by the tenant;
  - supplying lost keys;
  - forcing entry to the customer's home;
  - failing to clean/clear a home at the end of the tenancy;
  - making good unauthorised alterations;
  - failure to provide access for annual gas safety checks and statutory maintenance.

- 7.3 Customers who misrepresent the urgency of a repair to obtain emergency response during normal working hours or out of hours may be charged an emergency call out fee.
- 7.4 Where damage is due to vandalism, or criminal activity, customer should report this to the police and obtain a crim reference number. We may accept responsibility for repairs where a crime reference number is provided dependent on the circumstances.

## **8. REPAIR CATEGORIES**

- 8.1 All repairs are given a priority, which allows us to effectively manage the Repairs and Maintenance Service. There are several different categories of repairs as follows:

### **8.2 Emergency repairs**

Repairs where there is a serious risk to customers or their home.

We will attend as soon as possible, but within 24 hours. We will undertake repairs, dependent on the nature of the repair, with the aim of ensuring everyone is safe and secure.

### **8.3 Urgent repairs**

Repairs that are more urgent, and over time could get worse, causing damage to property and belongings. These repairs will be completed within 5 working days.

### **8.4 Routine repairs**

Repairs where there is no immediate risk and can be booked in with the customer at a mutually convenient time. Routine repairs are undertaken and completed within 28 calendar days.

### **8.5 Planned repairs**

Repairs that due to their nature cannot be completed within 28 calendar days. Some repairs will be completed before the 180-day timescale depending on their nature.

### Examples of repairs by category:

<b>Emergency</b>	Attended within 24 hours	Repairs that remove immediate danger to people or stop serious damage to customers homes. Examples include: <ul style="list-style-type: none"> <li>• Complete loss of electrical power</li> <li>• Burst water pipe</li> <li>• No power to property</li> <li>• Broken window requiring boarding</li> </ul>
<b>Urgent</b>	Completed within 5 calendar days	Work where there is no immediate risk, but if left could get worse. Examples include: <ul style="list-style-type: none"> <li>• Minor leaks that can be contained</li> <li>• Faulty extractor fan</li> <li>• Faulty shower</li> </ul>
<b>Routine</b>	Completed within 28 calendar days	Work where the fault does not cause problems straight away or make it dangerous, but still needs to be done quite soon. Examples include: <ul style="list-style-type: none"> <li>• Renewing tiles</li> <li>• Selant to bathtubs and sinks</li> <li>• Repairs to plaster</li> </ul>
<b>Planned</b>	Completed within 180 working days	Certain work is put into packages that can be carried out all together in an area. Examples include: <ul style="list-style-type: none"> <li>• Kitchen and bathroom replacements</li> <li>• Roof replacement</li> </ul>

8.6 The repair priority will be reviewed for customers with additional care and support needs and an additional priority can be agreed.

## 9. OUT-OF-HOURS EMERGENCY REPAIRS

9.1 The Council operates an out-of-hours service to complete emergency repairs in order to make the property safe until a full repair can be undertaken.

9.2 An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage or is needed to ensure a home is secure.

Examples of these include:

- gas escapes;
- exposed live electrical cables;
- severe water leaks;
- major drainage problems.

9.3 The priority in instances of emergency repairs, will be to make the property safe; as such follow-up visits may be required to undertake a full repair, this will be undertaken at a convenient date and time agreed with the tenant in line with the approach to routine repairs. During the winter period the out-of-hours service for emergency repairs will include heating and hot water repairs.

9.4 If an operative attends an emergency out of hours' repair and the tenant is not at home the council may charge an abortive callout charge. This may also be the case if the reported emergency is a routine repair when the council attends.

## **10. ADAPTATIONS**

10.1 Any customer who needs assistance in carrying out daily activities, such as bathing, or has difficulty with mobility around their property, such as climbing stairs, can request an assessment by an occupational therapist through Leicestershire County Council. Depending upon the outcome, necessary alterations to the property may be undertaken by the council (or its contractor).

## **11. HANDYPERSON SERVICE**

11.1 Our Handyperson Service helps customers with smaller jobs in the home they cannot manage themselves and which wouldn't normally be reported as responsive repairs. The service aims to assist vulnerable customers and help them feel safe and comfortable in their home.

11.2 To qualify for the handyperson service a customer will either:

- have a disability or severe health condition which prevents them from carrying out the repair work;
- be 65 years and over.

11.3 The types of jobs carried out under the service include:



- changing light bulb;
- fixing curtain rails;
- fitting shelves;
- checking smoke alarms;
- hanging pictures, mirrors.

## **12. VULNERABLE CUSTOMERS**

- 12.1 We recognise that our customers have different needs. We will make every attempt to identify individual circumstances at the first point of contact to ensure reasonable adjustments can be made.
- 12.2 We recognise that we may need to adjust response times and increase our service offering on a case-by-case basis.
- 12.3 If a customer, or member of their household has a disability, or severe health condition, is elderly, has a live in carer they should contact the council to discuss ways for us to provide a more flexible responsible repairs service.

## **13. REPORTING REPAIRS**

Customers can report repairs to the Council in any of the following ways:

- by telephone (including an out-of-hours number for reporting emergency repairs);
- by completing an online request at [www.charnwood.gov.uk/repairs](http://www.charnwood.gov.uk/repairs);
- in person at our council offices in Loughborough;
- in writing.

## **14. APPOINTMENTS**

- 14.1 Appointments will be offered for all non-emergency repairs, with a time and date agreed with the customer. We offer morning and afternoon appointments and slots to fit in with school times.
- 14.2 Where a repair cannot be completed we will provide a full explanation why, and a further appointment will be made to complete the repair.

## **15. NO ACCESS**

- 15.1 Customers are required to allow access at any reasonable time to the council, or agents acting on its behalf, to inspect and carry out repairs and maintenance in line with their tenancy agreement.
- 15.2 If the council is unable to gain access to a prearranged appointment due to the customer not being home for a repair a card will be left to advise the customer to make a new appointment for a further visit. If access is not gained at the second appointment we will cancel the repair.
- 15.3 Where the repair is an emergency, or health and safety matter, then we will continue to make contact.

## **16. RIGHT TO REPAIR**

- 16.1 Under The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 secure and introductory tenants are entitled to have certain repairs carried out within a prescribed period of time. Customers may be entitled to compensation if their repair is not completed within the prescribed time limits.
- 16.2 The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133, sets qualifying times for certain qualifying repairs and requires all local authorities to advise customer who are reporting any of the qualifying repairs of:
- their rights under the Right to Repair Scheme
  - the timescales set out in the Right to Repair Scheme to complete the repair (either 1, 3 or 7 days)
  - the details of a second contractor should the Council's main contractor fail to undertake the work within the required timescale The Right to Repair provides tenants with a right to receive a prescribed amount of compensation, should the Council's contractor fail to undertake the repair within the qualifying time.
- 16.3 Qualifying repairs under the right to repair scheme for local authority tenants are outlined in Appendix 2.

## **17. CUSTOMERS' ALTERATIONS AND IMPROVEMENTS**

- 17.1 The council's secure/introductory tenancy agreement sets out its position on tenants carrying out alterations and improvements to their home.
- 17.2 Consent to carry out alterations and improvements must be given in writing before works can be carried out.

## **18. LEASEHOLD PROPERTIES**

- 18.1 Each individual lease governs the repairing obligations of both landlord and leaseholder.
- 18.2 In general terms, the landlord is responsible for the external structure of the block and services applying to the entire block, such as sewerage. The leaseholder is responsible for all fixtures and fittings in the property, including windows and doors.
- 18.3 If a leasehold flat is experiencing a repairs problem that is causing a related problem in a neighbouring tenanted flat and if the leaseholder fails to rectify the problem, we will follow our established procedures that may result in our having to gain access to the property in a manner that is proportionate to the urgency and severity of the problem and will recharge the leaseholder as appropriate.

## **19. COMMUNAL REPAIRS AND CYCLICAL / PROGRAMMED MAINTENANCE**

- 19.1 Cyclical and programmed maintenance repairs work is carried out at regular intervals. This includes statutory obligations to carry out compliance related safety checks including gas and electrical periodic testing.
- 19.2 Electrical door entry systems, communal aerials, lifts and other mechanical equipment will be maintained or renewed as necessary.
- 19.3 Large scale improvements will be undertaken through the planned annual maintenance programme.

## **20. QUALITY ASSURANCE**

- 20.1 The council will undertake a proportion of quality control checks to monitor the standard of work completed. Audits are carried out across the functions of the repairs service, with the council's gas and electric processes subject to appropriate governing body approval (currently Gas Safe and NICEIC).

## **21. SERVICE STANDARDS**

- 21.1 Customer can expect a high level of service from the council and our partners when visiting their home.
- 21.2 We have a range of standards in relation to the repairs and maintenance service, including an operative code of conduct. We will publish these standards to customers and report on how well we meet the standards on an annual basis.
- 21.3 We will review these standards with our customers every two years.

## **22. CUSTOMER ENGAGEMENT**

- 22.1 We are committed to working with customers of the repairs and maintenance service, to help shape and improve the service. We will involve customers in a variety of ways to ensure the service is customer focused, effective, offers value for money, and meets customer needs.
- 22.2 We will publish our repairs performance and review our performance targets with customers every year.
- 22.3 We will consult our customers on any substantial changes to the repairs service as appropriate.
- 22.4 We will ask our customers for their views on the service through satisfaction surveys carried out after completing a job, and through the Tenant Satisfaction Measures survey. We will publish the results and report back to customers on how we are doing.

## **23. MONITORING AND REVIEW**

- 23.1 This policy will be reviewed every three years or as required by statutory, regulatory, best practice, emerging developments, or circumstances arising from review of other council policies.

## **24. RELATED DOCUMENTS**

- 24.1 This policy should be read in conjunction with:

- Adaptations policy;
- Asbestos management policy;
- Damp and mould framework;
- Legionella policy;
- Fire safety policy;
- Complaints policy;
- Gas safety policy;
- Leaseholder's handbook
- Rechargeable repairs policy;
- Tenancy agreement;
- Tenants guide to repairs.

## Appendix 1

### Customer Repair Responsibilities

Customers are responsible for the following repairs in their home:

Replacing door locks or keys when keys are lost or broken, or you get locked out
Getting extra keys cut and gaining entry if you get locked out
Replacing broken or cracked glass in windows or doors unless you can provide a crime reference number
Fitting and replacing door latches, handles, chains, bells and spy holes
Repairing or replacing handles, catches or knobs on cupboards
Fitting extra door or window locks
Adjusting doors, particularly when you have new floor coverings fitted
Fitting curtain rails, pelmets, picture rails and coat hooks
Filling in minor cracks or holes in walls and ceilings
Replacing light bulbs, fluorescent tubes and starters (unless in communal areas)
Testing any smoke detectors we provide
Clearing blocked basins, sinks, baths, showers and toilets
Replacing toilet seats and flush chains
Replacing plug and chains on baths, basins and sinks
Cleaning and removing scale on shower heads
Replacing clothes lines and restringing rotary dryers (unless in a communal area)
Looking after garden paths except the main ones leading to your front and back doors and to the clothes-line
Looking after garden features, such as patios, trellises, decking or ponds (unless in a communal area)
Keeping gully grids clear of leaves and rubbish
Replacing TV aerials and sockets (unless there is a communal aerial)

In addition, customers are also responsible for:

- reporting criminal damage or vandalism to the police and obtain an incident number
- taking action to prevent further damage once a fault has been identified
- taking action to avoid condensation by ventilating their home, not blocking air vents and opening windows
- obtaining written permission before making alterations to their home
- allowing us access to their home to carry out safety checks required by law
- repairing any damage that they, their household, or any visitors have caused, other than through fair wear and tear. If the repairs service puts right this damage customers will be responsible for paying a recharge cost in advance.

## Appendix 2 Right to Repair Regulations

Qualifying repairs under the right to repair scheme for local authority tenants:

Repair Type	Response Time (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Heating or hot water not working between 31 October and 1 May	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7