

Responsive Reactive Repairs Policy

Title:	Responsive Reactive Repairs Policy
Person Responsible:	Head of Repairs
Customer consultation arrangement:	Tenants Committee 14 th October 2021
EIA required:	
EIA Completed (date):	
Approved by:	Business Strategy Group 27 th July 2021
Business Strategy Theme	Transformation
Approval Date:	As above
Links to other Policies:	Referred to in the repairs policy
Review Date:	July 2022 (once new shared ownership repair details are known)

Document management		
Version	Date amended	Amendments
1	27 th July 21	Comments as per BSG
2		
3		



Responsive Reactive Repairs Policy

1.0 Policy Statement

We are committed to providing an excellent repairs and maintenance service to ensure the satisfaction of our customers, fulfil our statutory obligations, protect the value of our housing stock, and offer Value for Money.

We want our customers to be happy in their homes and with the services we provide. We offer a range of services, one of the most important being our day-to-day repairs service. A reliable repairs service keeps our customers safe, secure, and warm as well as protecting their home for future generations.

We want to work with our customers so we we're confident we can provide simple, efficient, and transparent services.

This policy is intended to provide clarity in relation to our responsibility as a landlord in undertaking responsive repairs on our housing stock and other managed properties.

2.0 Scope

This Policy applies to all properties owned and managed by us including general needs, independent and supported living,

We also have an obligation to undertake repairs and maintenance works within our Shared Ownership and Leaseholder properties which are subject to the repair's agreements in place. These may vary between properties.

Some of our shared ownership homes and other non-domestic sites have specific leases, licenses and/or management contracts. This means the specific requirements and response times of responsive repairs may vary but the overall scope of our approach still applies. Similarly, new homes less than 12 months old (i.e. during the Defects Liability Period) may have slightly different contractual arrangements affecting repair response times.

The service is delivered using a combination of operatives employed directly by SLH and 3rd part contractors

We aim to provide equal access to the service and will not discriminate on grounds of race, colour, ethnic or national origins, religion, sexual orientation, disability, gender, age or any other matter which may cause a person to be treated with injustice. Contractors delivering the service are expected to follow our Equality and Diversity Policy.

3.0 Aims

The aim of this Policy is:

- To ensure all customers live in a safe, secure, watertight, and warm environment
- To manage the repairs and maintenance service to the homes of our customers in an effective and efficient manner
- To comply with all relevant Government legislation and requirements.
- To comply with the tenancy agreement
- To comply with the regulators and other authorities' requirements
- To ensure that customers are aware of our and their own obligations in respect of repairs and maintenance of their homes and uphold that obligation

4.0 Objectives of the responsive repairs service

The vision for the responsive repairs services along with its objectives are:

“The right repair, done at the right time, first time and a service that we and our customers can be proud of and trust”

We seek to have its day to day repair delivery service adhere to the following principles/objectives to support the vision above:

- That the association and its customers understand the maintenance liabilities and responsibilities as under the tenancy agreement, under legislation and held within good practice.
- Has a repair service that delivers the right repair, right time, first time and within the agreed appropriate period
- Has a repair service that delivers value for money with its own in-house delivery team and other specialists, external contractors and sub-contractors when used.
- Has a repair service that it can be proud of, is trusted, is customer focussed and delivers good customer satisfaction
- The target is to repair and not replace (unless there is a VFM argument for total replacement for when a component come to the end of its life)
- That we seek to have a continuously monitored and improving responsive repairs service, through consulting/engaging with our residents and learning from feedback/mistakes

5.0 Contractual and Legislative references

We will repair and maintain homes in line with best practice and legislation. This includes (but is not limited to) the following:

- Tenancy Agreement
- Housing Acts 1988,1996,1998 and 2004
- Landlord and Tenant Act 1985
- Right to Repair Regulations 1994 (for secure tenants of Local Housing Authorities)
- Health and Safety at Work etc. Act 1974

- Management of Health and Safety at Work Regulations 1999
- The Defective Premises Act 1972
- Building Regulations
- Environmental Protection Act 1990
- Leasehold Reform, Housing and Urban Development Act 1993
- Equality Act 2010
- Care Act 2014
- Modern Slavery Act 2015.

In addition, please refer to our repairs and maintenance handbook that is available on our website and through this link

6.0 Regulatory references in respect to responsive repairs

The regulatory Home Standard clearly defines the requirements for all registered providers in terms of repairs and maintenance:

“Repairs and maintenance”

“provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choice to, customers and has the objective of completing repairs and improvements ‘right first time’

Meets all applicable statutory requirements that provide for the health and safety of customers in their home

Specific exceptions in relation to repairs and maintenance is that registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include responsive and cyclical repairs, planned and capital work, work on empty properties and adaptations.”

7.0 What is a ‘responsive repair’ for the purposes of this policy/ standard?

A ‘responsive repair’ is day-to-day maintenance work carried out in response to a request from a customer or alternatively, noticed by us. It is sometimes called a ‘reactive repair’.

A responsive repair addresses works to maintain our customers’ homes or a component in it, until the next cycle of planned programmes. It is often required on an “ad-hoc” basis and can occur through weather, wear and tear and breaking down. So, for example, it would be a repair to a kitchen drawer (responsive) rather than the replacement of a whole kitchen (major investment).

8.0 Our responsibilities as a Landlord.

In relation to our customers' homes, our repair responsibilities as a landlord at an overall level are outline in - see Appendix 1. Section B . Also see the repairs and maintenance handbook.

9.0 Responsibilities of our Customers.

Under the tenancy agreement our customers will have some repairs/ maintenance responsibilities and for keeping the property at a certain standard- these are detailed out as in Appendix 1 Section A and as per the tenancy agreement. We have explained these for our customers in the repair's handbook.

We may recover costs from our customers to pay for repairs they are responsible for, or arising from:

- Deliberate, negligent, or careless acts by our customers, a member of their household, pets, or any visitors to their home.
- Failure to report a repair as soon as possible which then goes on to cause further damage.
- Failure to uphold the terms and conditions of the customers tenancy agreement
- Any improvements customers have made to their home without our permission or which are poor quality or non-compliant which then result in us having to attend for repair purposes.
- To be at the property for the agreed appointment time for repairs and other property works
- Misuse of repairs service especially in respect to misguiding us on emergency repairs when it is not and could wait for an appointment.

We'll assess each case individually depending on the circumstances.

10.0 Implementation

Training

All staff involved in the delivery of this Policy will receive adequate training and be clear about their responsibilities as outlined in this, the Repairs and Maintenance Business rules /Procedure document and other relevant policies / procedure applicable to their role or function carrying out repairs

Linked documents

The documents below are to be read in conjunction with this policy

- Repairs and Maintenance Handbook
- Management of asbestos policy
- Complaints Policy
- Adaptations Procedure
- Gas safety Policy
- Tenancy Management policy

- Fire Safety Management
- Tree Policy
- Repairs delivery business rules/procedures

11.0 How do our customers report a repair?

Our customers can report a repair by:

- Using MyAccount
- Phone or text
- Sending us an image through Eviid uploader
- Email
- Letter
- Telling us when we visit their home or estate.
- Self-help through our website or app (go live date to be agreed)

We will encourage all our customers to use our digital repair reporting option first when it is a standard repair, however if the repair cannot be reported in this method then the customer will have the choice to leave a query for a call back or be transferred to our Customer service team. A call back request will be answered by the end of the working day if left during the working day or within an hour daytime services commencing, if left overnight.

All emergencies repairs will be redirected to our CST or Out of Hours team if the query is initially commenced through our digital portal.

12.0 Our repair standards.

Our daytime hours for reporting via the CST are 8.45 to 17.00. Our digital methods of reporting repairs will be 24/7 either through our out of hours service provider or through our on-line service

During the day we offer an appointment-based service for carrying out the repairs as follows:

Monday to Friday:

- All day appointment from 08.00 to 17.00
- Morning appointment from 08.00 to 13.00
- Afternoon appointment from 12.00 to 17.00 (to 18.00 on a Thursday)
- School run appointment from 09.30 to 15.00

Other appointments are by mutual agreement such as evenings and Saturday mornings. These will have to be agreed with the repair colleagues first and reconfirmed with the customer.

Out of normal hours are from 17.00 to 8.45, all day Saturday, Sundays, and Bank holidays.

We also have an Out of Hours service from 17.00 to 8.45 (weekdays); all day for weekends and bank holidays, where customers can phone for emergencies (see appendix 2 for which repairs can be carried out at these times). The Out of Hours service will either (depending on the type and severity of the repair reported): -

- Advise us that we need to attend the following day (if a weekday) as an emergency to make safe. The OOH service in this instance will advise the customer as to any mitigating action they need to take to prevent further damage to the property or themselves such as turning off stop cocks, electrics. If our OOH customer service cannot carry out the above, they will request one of our standby operatives call the customer to assist the customer turn off the utilities and make safe until a next day appointment can be arranged. They may choose to use video technology to assist them with this which will be through sending a link to the customer that will activate their video on their phone. Alternatively, they may refer customers to our “How to videos” where appropriate and relevant
- If the above cannot be carried out, then an operative will attend the property and make safe the emergency
- For all other repair requests (i.e. non-emergency) our out of Hours call centre will request that the customer log this through our portal or leave a query for a call back in normal working hours. If exceptionally, this cannot be carried out by the customer then the OOH service will take the details of the repair and customer details and report it back to us to be booked in as a routine appointment. The CST will ring the customer the following working day to agree an appointment

Where customers have vulnerabilities and disabilities, these will be considered by our OOH service provider as to whether the repair is an emergency or not and whether it should be attended to overnight.

Emergencies are only to make safe. If remedial work can be completed within 30 minutes, we will carry these out at the same time. For any larger remedial works required, we will complete these within our normal time scales depending on the severity of the repair.

13.0 Our “promise” to our customers as to when we will complete repairs.

The priorities for us completing a responsive repair are as follows:

- Emergency (make safe within 24 hours)
- Routine (within 21 working days) including remedials from emergency works
- Planned priority for larger, more complex/ expansive repairs (over 1 working day)- 60 working days (3 months)
- External routine repairs which are unappointed- with agreement with the customer we can have small external repairs left unappointed which means we can fit this in when we have space at the end of the day or spare resource- this will still have to be completed within the 21 working days for routine repairs)

Emergencies are defined as-

- Any fault which could lead to death or injury of occupants, visitors or public
- Any fault which could seriously endanger the health of occupants, visitors or public
- Any fault which could cause extensive damage to our property

(to be read in conjunction with the emergency repair matrix in Appendix 2)

14.0 How we deliver our repairs and communicate with our customers

When our customers book a non-emergency repair, we'll confirm the time and date of the appointment using their preferred communication style e.g. a phone call, an email or text. The repair when booked will be confirmed by text back to the customer. This will apply to even unappointed external repairs but won't state a time or date as to when this will be carried out

We will call the customer en-route to attending the repair no greater than one hour before attending.

Work carried out by our main contractors/our staff will be followed up with a text when we've completed the repair.

If our operatives cannot complete the repair at the first visit they will explain to the customer and will either rebook a follow on visit through the system at the property agreeing with the customer the appropriate time, or call in to our CST and rebook it, again in front of the customer. The follow-on repair will be completed within the original repair target date. The follow-on appointment again will be confirmed back to the customer by text.

When completed, we (or the contractor) may ask our customers to comment on the quality of the repair, rating your overall satisfaction with it. This information helps us to continuously improve our services.

Most of our repairs will be delivered by our own inhouse team of repair colleagues however there will be some instances where we have to deliver specialist repairs via a third-party contractor. In this instance we will ask third party sub-contractors to attend a customer's house. Examples of this are:

- Vermin control
- Drain clearances
- Decontamination, house clearance and deep clean work
- Emergency and routine repairs for gas boilers and hot water
- Other gas repairs
- Fire alarm repairs
- Lift/ chair lift repairs

We will expect our 3rd party sub-contractors to give the same service as our own inhouse repairs colleagues.

15.0 Times scales and different types of repairs.

We aim to complete all repairs in one visit and want it to take as little time as possible. For this reason, we measure the amount of time it takes from the day a customer reports a repair through to its completion date for the works, even if it involves more than one trade. We call this measure 'End to End times. All works should be completed within the original target time and if this is not possible, we will explain the reasons to our customer fully. Examples: glass replacement or non-standard fittings which have to be ordered can some time have an ordering period greater than our standard target repair completion times.

Non-standard repairs

If non-standard items have been left in a property when it went through the voids process as they were deemed to be in good condition, safe and could be reused by an incoming customer (we do this to reduce waste), if they later become faulty we will then replace them with the standard materials that we use/ specify. We will not replace them like for like in these cases. We will accept no responsibility for matching to other styles within the property.

If a customer has replaced SLH standard materials/ fittings without consent and they later become faulty, again we will replace them with our standard materials/fittings or reserve the right to remove them without replacement if it is something we do not ordinarily provide. If the repairs call out has been necessary because of the customer replacing items within the property using poor quality materials or poor installation methods, we reserve the right to recharge for the call out and any materials used to correct the repair.

This will cover non-standard items such as (but is not limited too)

- Non-standard light fittings
- Curtains/blinds
- Bathroom cabinets/ mirrors/ toilet roll holders etc
- Non-standard vinyl
- Garden shed
- Carpets
- Non-standard internal doors
- Integrated appliances
- Dado/picture rails/panelling
- Non-standard skirtings

Diagnostic Inspections

If we are unable to diagnose the repair reported by the customer through the various methods of communication or the repair is complex, requires measurement beforehand to order materials, we reserve the right to carry out a pre-repair inspection.

In order to facilitate having repairs carried out quickly, we will where we can, send our own repair colleague experienced in the area of that said repair to inspect with a view of diagnosing, measuring or ordering the materials up front. The inspection will be counted as a new job and will not be counted as part of the “end to end” target periods as stated above for any following jobs.

In the event that a repair needs specialist advice, we will refer this to our inhouse surveyors or an external professional. We will require the inspection to be turned around within 5 working days and the diagnostic outcome (repair work needed) to be confirmed within another 3 working days. If repairs are to be raised from this inspection, then the target date for completion will be from the point of raising the inspection with the surveyor or external professional. It is likely in these cases that many repairs will be complex and fall within the “planned” priority 60 days target

Repairs through the Handyperson Service

We will provide assistance to older and vulnerable tenants with ‘odd jobs’ such as fitting shelves but this must last no longer than 2 hours. This has been extended to include reconnecting electric cookers. Help is also available for assistance with garden maintenance. Customers with disabilities and those of pensionable age can access the service up to two times per year. Customers will have to provide the materials, but we will provide the labour will be free of charge.

Repairs following an act of crime

Following illegal entry into an SLH dwelling we will: -

- carry out emergency make-safe repairs
- carry out all repairs as a result of the illegal entry that are our responsibility provided a crime number from the Police is provided
- increase the level of security in the dwelling in liaison with the Crime Prevention Officer through door and window locks etc.

Where illegal entry into a property results in damage etc. no repairs will be carried out that are outside of the landlord's obligations where the illegal entry was a direct result of the customer's criminal activities.

To reduce the opportunity for repeat victimisation we will support the action of Cumbria Police and provide additional security in those homes affected as necessary.

Where persistent unlawful damage occurs, we will liaise directly with the Police.

Other criminal damage acts to homes will require a crime reference number. If an element requiring repair is damaged through crime and a crime reference is not sought, we again reserve the right to recharge for that repair.

15.0 Behaviours of our repair colleagues and third part sub-contractors while at a customer's home.

We expect all our repair colleagues and 3rd party sub-contractors to treat our customers with respect, honesty, and integrity. We will not accept poor behaviour from either our own repair colleagues, third party contractors or from customers towards our repair colleagues while attending their house.

We expect that all efforts are carried out to protect the customers' homes and belongings when carrying out a repair. We expect our repairs colleagues to turn up on time and phone ahead. In addition to be wearing ID badges, uniforms and to explain to the customer at a minimum what is to happen to the repair. We expect our repair colleagues to "own" the repair and re-booking at the customers house if it cannot be completed on the day.

When attending a repair, we expect our repair colleagues to talk the customer through the repair and advise as to what happens next if required. In addition, we expect our repair colleagues to check stop cock positions and ensure it is fully working along with consumer unit positions. The positions will be advised to the customer for future reference in times of emergencies.

If a customer asks to book a further unreported repair while at the property, it is expected that the repair colleagues will undertake this while there and advise the customer of the time and date. We expect 3rd party contractors to follow the same principles

It is expected that our repair colleagues help our customers with other enquiries in so far as they are able or be able to direct them to our website/ app or CST for further action.

For safeguarding purposes, we also expect our repair colleagues and third-party contractors to report back on issues noted at the property relating to safeguarding. These will be directed to our housing team who will then follow these up according to policy.

16.0 Decoration after a repair.

Some repairs may affect the decoration of our customers' homes We will not be automatically responsible for the redecoration of our customers' home after needing repair and in order to do some repairs, we highlight that we may damage wallpaper and other surfaces. especially if the customers have covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate, or other décor/finishes. In these circumstances, we'll tell the customer before we start work and will ask the customer to remove it and cancel/ rebook the repair.

In the event there is a large repair caused by an emergency that has damaged decoration we will consider decoration allowances or if we have not carried out a repair correctly, and that then leads to further damage.

If we accidentally damage another area not related to the repair the customer has called us about, they can apply for compensation. We'll handle this in line with our Compensation Policy

17.0 What happens if the customer misses their appointment?

Our repairs service is based on an appointment of which the time and day is agreed with you at the time of reporting the problem. Our repairs operatives also call our customers on the way to the repair to ensure that the customer is in.

If you aren't at home when we attend the appointment, we'll try to reach you by phone and text. This includes our Contractors and any Sub-Contractors they might be using.

We'll try to reach you using alternative numbers on our records. We'll only contact a third party if we have your permission to speak to someone other than yourself. If we're unable to reach you, we'll leave a card on the door or through the letter box asking you to contact us or the contractor to rebook the appointment. We will photograph the card and email it to you to confirm we have attended your property for the repair. If we don't hear from you within 5 days, we'll cancel the repair. We will however attempt to contact the customer within this time.

We will also reserve the right to recharge a customer if they consistently miss more than repair appointments within 6 months and are not in when our operative calls which results in us having to rebook appointments or revisit the property.

18.0 Quality Monitoring

We routinely inspect/test a selection of completed responsive repairs at random. This may be a home visit, a phone call or involve studying photos/ video taken. This makes sure all work is of a high quality and we're getting value for money for you from our inhouse repair colleagues and contractors.

Staff and resident representatives meet regularly with our key contractors to discuss all performance issues.

For 3rd party contractors we may choose to post inspect up to 10% of the more complex or expensive repairs and with our own in-house colleagues, up to 3% of the same repairs.

19.0 Right to Repair

Tenants have a right to expect repairs to be completed within certain timescales. These are outlined in the attached standards document.

The Right to Repair Act 1985 established a list of 'qualifying repairs'

If a qualifying repair cannot be completed within an agreed timescale the tenant has the right to request SLH to instruct a second contractor to complete the work. Where the second contractor also fails to complete the work within the agreed time SLH will pay compensation to the customer. If the second contractor fails, then £10 will be

paid. For every extra day of delay a further £2 will be paid up to a maximum of £50. Compensation is not payable if: -

- a satisfactory temporary repair can be affected.
- temporary heating is provided due to heating failure between 31 October and 1 May.
- the customer fails to allow access.
- We cannot affect repairs as the result of the failure of a supply.
- the failure is due to non-payment by the customer of a supply charge

20.00 Equality and Diversity

We recognise that there is a broad range of visible and non-visible differences that characterise its tenants. Some of these qualities include race, religion, culture, nationality, ethnic background, colour, disability, sex, sexual orientation, age, literacy, and income level. By understanding and respecting this diversity it is able to set a policy which ensures that all customers are able to access services provided by us in an equitable manner.

We are committed to providing information and services equally and without discrimination so that they meet the needs of all sections of the community. These include our tenants, leaseholders and those living nearby or seeking access to or information on housing services in the South Lakeland area.

Appendix One – Repair Responsibilities

Section A

Customer responsibilities on property (this list is not exhaustive and may include):

- Repairing damage caused by you, members of your household or visitors, including broken glass
- Replacing locks and lost keys
- Replacing doorknobs, letter boxes etc.
- Replacing broken toilet seats
- Unblocking sinks, baths, and toilets
- Replacing sink and bath plugs and chains
- Replacing electrical plugs and fuses
- Replace shower curtains
- Replace carpets, curtains and blinds left in when property was previously void
- Bathroom/kitchen vinyl
- Replacing light bulbs and fluorescent strips (except in shared areas like stairwells in blocks of flats)
- Filling minor cracks in plaster
- Repairing paths in back gardens
- Repairing existing fences which are shared with neighbours
- Replacing shared fences with an appropriate alternative when they cannot be repaired
- Sweeping chimneys (unless under one of our chimneys sweeping regimes where a solid fuel fire is present)
- Testing smoke alarms in line with manufacturers' instructions, and replacing their batteries where needed
- Replacing clothes lines (unless they are shared)
- Repairing items, you have installed yourself
- Repairing your own electrical appliances
- Repairing TV aerials (unless they are shared and installed by us)
- Internal doors, handles, hinges, cupboard catches
- Fixtures or fittings provided by yourself, including additional security measures, alterations
- Maintaining your home in a good decorative order and not allowing it to fall into disrepair by deliberate damage or neglect
- Taking reasonable care of all specialist adaptation equipment.
- Attending to trees, hedges, plants, and bushes in the garden
- Ensuring that the grass is cut and paths etc are weed free

Contents Insurance

The customer is responsible for insuring the contents of your home and garden.

Section B

Our Responsibilities

We must keep the structure and outside of your home in a reasonable state of repair and in proper working order. This includes:

- Drains, gutters, outside pipes and the roof
- Outside walls, outside doors, windowsills, window catches, sash cords and window frames, including any painting and decorating needed outside
- Inside walls, floors, ceilings, doorframes, but not painting and decorating inside apart from the communal spaces inside a block
- Chimneys, chimney stacks and flues, but not including chimney sweeping
- Front paths, steps, or other access points we own
- Brick-built Garages and stores that are part of the property (but not sheds)
- Boundary walls and fences, but not those you share with neighbours.

We will also maintain any installations we have provided for supplying water, gas, or electricity, and for heating, hot water, and sanitation. This includes:

- Basins, sinks, baths, toilets, flushing systems and waste pipes, but not plugs, chains or toilet seats
- Electric wiring, including sockets and switches
- Central-heating systems, gas and water pipes, water heaters, showers and storage heaters, fireplaces and fires we have fitted.

We will take reasonable care to keep shared entrances, hallways, stairways, lifts, passageways, rubbish chutes and other shared areas which are our responsibility, in reasonable repair.

Buildings Insurance

We will insure the structure of your home (excluding any fixtures and fittings) and any shared areas, furniture, and laundry equipment we are responsible for.

Appendix 2

Emergency matrix