

# Housing Repairs and Maintenance Policy

2023



SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL

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## **2.0 Introduction**

The purpose of this document is to set out South Kesteven District Council's Repairs Policy.

South Kesteven District Council recognises that the efficient and effective repair and maintenance of the housing properties is an important service to tenants and leaseholders and an essential part of a much wider asset management function.

The overall aim of this Policy is to set a framework enabling the delivery of an effective maintenance service which fulfils our statutory obligations, protects council assets, and offers value for money.

## **3.0 Principles and Scope of the Repairs and Maintenance Policy**

The Council will ensure that its repairs and maintenance service reflect the following overall principles:

- Meet all our landlord obligations to you in relation to repairing your property
- Ensure our approach to Health and Safety meets best practice and all our contractual and legal obligations
- Explain your tenant responsibilities in relation to the tenancy agreement
- Set out the service standards detailing what you can expect when you report a repair and how work is delivered
- Clarify what you can expect from the repair's contractors delivering the gas servicing, repairs, and planned works.
- To seek continuous improvement through customer feedback.
- To provide a service which reflects our commitment to equality of access for all customers and to take account of the needs of vulnerable people.
- To maximise economic benefits where possible by creating employment and training opportunities in maintenance related work and by purchasing goods and services locally
- To reduce the carbon footprint associated with the management of the service and by strategic asset investment to our stock in line with Government and the objectives of the Council.
- Consult and involve residents in repairs activities to ensure we meet their priorities and expectations.

## 4.0 Relevant legislation and regulatory compliance

The Council will ensure that properties are repaired and maintained in accordance with best practice and legislation, including the following:

- Social Housing Regulator Economic and consumer standards
- Homes (Fitness for Human Habitation) Act 2018 (HFHHA 2018)
- Housing Acts 1985,1988,1996,1998 and 2004
- The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133
- The Secure Tenants of Local Authorities (Compensation for Improvements) regulations 1994, SI 1994 No 613
- The Leasehold Reform, Housing and Development Act 1993
- Landlord and Tenant Act 1985
- Defective Premises Act 1972
- Landlord and Tenant Act 1985 – Section 11
- Defective Premises Act 1972 - Section 4
- Environmental Protection Act 1990 – Part III
- Fire Safety (England) Regulations 2022
- Gas Safety (Installation and Use) Regulations 1998
- Regulatory Reform (Fire Safety) Order 2005.
- Commonhold and Leasehold Reform Act 2002
- Equalities Act 2010
- Control of Asbestos Regulations 2012
- Housing Health & Safety Rating System

## 5.0 Relevant Council Policies

- Tenancy agreement and Tenants' Handbook
- Recharge Policy
- Decant Policy
- Voids Policy and Lettable Standards
- Aids & Adaptation Policy
- Compensation Policy
- Complaints & Feedback Policy
- Asbestos Management Plan
- Fire Management Plan
- Water Hygiene Procedure
- Service Charge Policy

In order to respond to best practice, the Policy also seeks to have strong reference to the Regulatory Framework for Social Housing in England by specifically addressing the following expectations:

To provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants and have the objective of completing repairs and improvements 'right first time.'

To meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

To ensure a prudent, planned approach to repairs and maintenance of homes and communal areas, demonstrating an appropriate balance of planned and responsive repairs, and value for money.

## **6.0 Responsibilities for Repairs**

The Council's repairing obligation differs dependent upon whether the property is held under a tenancy or a leasehold interest. The extent of the council's obligations for Leaseholders is determined by the lease and statute. Responsive repairs is a service provided to tenants but also covers the communal areas of a block of flats occupied by leaseholders.

### **6.1 Leaseholder Responsibilities**

Leasehold properties which have been sold under the Right to Buy provisions and which form part of a building have different maintenance responsibilities which are set out in the lease. The council is required to keep in repair, the main structural parts of the building including the roof and foundations, tenant responsibilities may vary and are set out under the terms of the lease. This obligation is subject to the payment of a service charge as provided within the provisions of the lease.

### **6.2 Garage Repair Responsibilities**

Demand for garages has reduced significantly over the last 5 years. As a result, we will undertake a wider asset review on garage sites where significant repairs are required and, in some cases, longer term alternative uses for sites will be identified. Repairs to garages will only be undertaken if there is a significant risk of harm or there is demonstrable demand for the garages on a particular site. Tenants may be offered an alternative garage which is in good condition if repairs to their current garage are deemed uneconomical.

### **6.3 Landlord and Tenant Repairs Responsibility**

Landlord and tenant responsibilities are set out generally in the tenancy agreement, but the responsibilities are not always clear. The table shows clearly the responsibilities of each party.

Ref	Item	Type of Repair	Us	You	Notes and exceptions
BP1	Bathroom	Baths, shower trays and wash basins This is the bath / basin itself, for taps, plugs etc please see individual items listed	b		Except unblocking wastes and cleaning of heavy soiled or lime scale damaged baths or basins
BP2	Bathroom	Chains and plugs on any sink, bath or basin		b	
BP3	Bathroom	Bath panels (if fitted by South Kesteven District Council)	b		
BP4	Bathroom	Seals around the bath and sink units.	b		Cleaning including limescale & mould treatment of seals is the responsibility of the tenant
BP5	Bathroom	Tiling or aqua boarding ( where supplied and fitted by SKDC)	b		Cleaning including limescale & mould treatment of seals is the responsibility of the tenant
BP6	Bathroom	Showers -electric or mixer (unless fitted by you)	b		Except shower curtain track/rail
BP7	Bathroom	Shower head & hose	b		Except damage through lack of cleaning & limescale removal
BP8	Bathroom	Toilets / WC and associated plumbing	b		Except blockages caused by tenant misuse, eg nappies, wipes etc.
BP9	Bathroom	WC / toilet seats		b	
CA1	Communal Areas	Communal areas, such as lifts, entrance halls, stairs, passageways and TV aerials.	b		Service Charges may apply
CA2	Communal Areas	External areas, lighting, pathways, car parking	b		Service Charges may apply
TM1	TV & Media	TV aerials & WiFi, sockets, and cabling.		b	Unless Communal
TM2	TV & Media	Telephone points & cabling		b	Including the installation of telephone lines where one has not been installed previously.
E1	Electrical	Fixed wiring, sockets and lighting	b		
E2	Electrical	Fuseboard / Consumer Unit	b		Unless resetting trip switches / RCD's which should be checked before reporting.
E3	Electrical	Light Fittings (Fitted by the Council)	b		Except light bulbs, dimmer switches, fuses, fluorescent tubes and starters

E4	Electrical	Switches and socket fittings	þ		Except where damaged by tenants, dimmer switches or switches/sockets fitted by tenants
E5	Electrical	External front entry light	þ		Tenants are responsible for exterior lighting to the garden.
EX1	External	Garden paths	þ		Including steps, footpaths and ramps that provide access to your front, rear or side door only
EX2	External	Garden patios & decking		þ	
EX3	External	Gardens, cut lawns, trim hedges, shrubs and trees.		þ	Hedges should be maintained to a height of approximately 2 metres. Tenants are required to request permission to plant new trees / hedging or fast growing shrubs
EX4	External	Driveways installed / adopted by the Council	þ		The Council will not repair tenant installed or any type of gravel / paving slab /grass driveways.
EX5	External	Fencing & Gates		þ	Except where a recognisable hazard exists eg. some communal paths or roadway. An assessment of a fence meeting these criteria will be made following an inspection by the Council. The Council may choose to do the repair as planned programme work, rather than a response repair.
EX6	External	Drains, Gully's	þ		Tenants are responsible for keeping gully's free of leaves and other debris.
EX7	External	External decoration	þ		Where previously painted by the Council
H1	Heating	Includes all main Boiler or heat pump repairs or breakdown	þ		
H2	Heating	Electric heating systems repairs or breakdown	þ		
H3	Heating	Leaking radiators	þ		
H4	Heating	Thermostatic Radiator Valves	þ		Except where damaged by tenant
H5	Heating	Bleeding Radiators		þ	
H6	Heating	Topping up water pressure		þ	

H7	Heating	Relighting Pilot light	þ	Including the setting of any heating controls or programmers
H8	Heating	Secondary heating, gas/electric/solid fuel fires and surrounds	þ	Only where these have been provided by SKDC
HW1	Hot Water	Hot water cylinders	þ	
HW2	Hot Water	Immersion heaters	þ	
IR1	Internal Repairs	Carpentry eg. skirting, window boards, stairs, stair rails, weather boards.	þ	Except where damage has been caused by tenants
IR2	Internal Repairs	Floor boards	þ	Unless broken due to carpeting.
IR3	Internal Repairs	Floor covering	þ	Excludes fitted thermoplastic vinyl tiles. These can only be removed or altered by the Council.
IR4	Internal Repairs	Internal doors (including frames, hinges, door jambs and handles).	þ	Tenants are responsible for adjusting internal doors to suit floor covering.
IR5	Internal Repairs	Internal door locks	þ	
IR6	Internal Repairs	Internal walls and plaster	þ	Except minor plaster cracks up to 10mm wide/ repair of small holes. The Council will not reskim or plaster following the stripping of wallpaper.
IR7	Internal Repairs	Internal decoration to your home	þ	The Council will not be responsible for repairs arising from decorating activity
K1	Kitchen	Domestic appliances	þ	E.G. cookers and built in appliances, fridges, washing machines etc, unless supplied by the Council.
K2	Kitchen	Kitchen units, cabinets and door, unit handles	þ	Except damage caused by tenant misuse, eg. Child or pet damage, painting unit doors.
K3	Kitchen	Kitchen sink & taps	þ	Except blockages caused by tenant misuse, eg food waste and fats.
K4	Kitchen	Dishwasher waste traps	þ	
K5	Kitchen	Washing machine waste trap	þ	Excluding blockages
K6	Kitchen	Worktops	þ	Except damage caused by tenant misuse.

K7	Kitchen	Tiling	þ		Except damage caused by tenant misuse, painting tiling etc.
K8	Kitchen	Cooker supply - gas & electric	þ		Tenants are responsible for the correct connections of appliances to supply
P1	Plumbing	Plumbing repairs and leaks to any part of the dwelling.	þ		Except for tenant appliances eg. washing machines and dishwasher taps/hoses
S&S1	Safety & Security	Smoke & Carbon Monoxide Detectors	þ		Hard wired detectors will be maintained by the Council, Battery operated detectors will be maintained by the tenant including replacement of batteries.
S&S2	Safety & Security	Front / Back door Locks	þ		We will replace all defective locks through normal wear and tear, except where damage has been caused by tenants or loss of keys.
S&S3	Safety & Security	Loss of keys or door entry fobs		þ	Including repairs to forced entry if you get locked out
	Safety & Security	Communal doors & access systems	þ		
	Safety & Security	Infestations in your home.		þ	Of any kind, to include, mice, cockroaches and bed bugs. The Environmental Health Department will be able to offer advice on dealing with infestations.
	Safety & Security	Infestations in communal areas	þ		This may be subject to a service charge
	Structure	External Doors (including frames, hinges, locks, door jambs, letterboxes and handles).	þ		Except where damage has been caused by tenants
	Structure	Glazing	þ		Except tenant damage. If criminal damage, the Council will replace but a crime number must be obtained (the Council will not accept an incident number) within 24 hours of the damage. Tenants will be recharged for broken glazing replacement without a crime reference number.
	Structure	Windows and frames	þ		Except loss of window keys.

	Structure	Roofs, including guttering and external rainwater goods, soffits and fascia's	b		
	Structure	Brickwork & Render	b		
	Structure	Garages / Out buildings/Storage Sheds, where these are provided by the Council	b		Where these are used by tenants for other than the original purpose, eg. For washing/drying/fridge/freezer, the Council will not be responsible for contents or tenant alterations.
W1	Waste	Waste and rubbish		b	Including dustbins and refuse areas within your own garden. Dustbin and refuse areas in common parts will be maintained by the Council. Recharges will be made for inappropriate disposal of goods in communal areas.

## 6.4 Tenant Responsibilities

The tenant is responsible for reporting repairs to the Council and must allow access to their home in order for the repair work and associated inspections to be carried out.

The tenant is responsible for the maintenance, repair and replacement of certain minor items within the home or improvements and alterations they make to the property, as set out in the Tenancy Agreement and the Tenants' Handbook.

The tenant is responsible for allowing access for essential maintenance visits and surveys to support the repairs team. These include the annual gas or heating check, electrical installation condition check, stock condition survey to undertake an assessment of the property's key components so that future works can be programmed and asbestos surveys to ensure that we can work safely in your home.

## 6.5 Landlord Responsibilities

The Council is responsible for the maintenance, repair and replacement of the structure and common parts of its properties, as set out in the Tenancy Agreement and Tenants' Handbook.

The Council fulfils its repairing responsibilities through a combination of the following type of repairs:

- Responsive Repairs
- Planned improvements
- Cyclical maintenance, which includes decorating and servicing and inspection of gas and electrical installations.
- Re-chargeable repairs
- Repairs to Empty (Void) Properties
- The Right to Repair
- Adaptations

Responsive repairs will normally replace fixtures and fittings supplied by the Council on a like for like or improved basis or, where this is not possible, we will aim to provide the tenant with choices in relation to the replacement.

If a component cannot be fully repaired, we may make a temporary repair and arrange for a full planned replacement to follow on and this will be discussed with you.

The Council is making all efforts to reduce the carbon footprint of both its properties and associated activities and we may identify that a planned replacement or an alteration to a system is the preferred option to meet our obligations, for example we may choose to remove solid fuel based heating systems or block up a chimney, rather than make repairs and we will discuss these types of decisions with you so that you are fully aware of the reason for the decision.

The Council will repair or make safe any fencing for which it is responsible, but if the fencing cannot be repaired or made safe it may be removed or replaced. Any decision to provide new or replacement fencing will be based on Health and safety, privacy and amenity. It is not the Council's responsibility to ensure adequate fencing for the purpose of securing areas for pets, this is the responsibility of the tenant. The replacement of fencing which is beyond repair will be included in planned works programmes and estates improvement programmes.

The Council may undertake the work listed above in exceptional circumstances, at the discretion of the Council's Responsive Repairs Manager. This particularly relates to vulnerable tenants or where there is a risk to tenant's health & safety.

The Council will charge for undertaking repairs to the property where damage has been caused by the tenant, members of their household or visitors to the property.

If the tenant undertakes any works in the property and as a result they cause damage which could result in significant risk to the tenant, visitors to the property or local residents, (for example the tenant had been doing DIY and has broken a water pipe, damaged a gas pipe or exposed electrical wiring) then the Council reserves the

right to undertake any necessary resulting repairs and re-charge the Tenant for the cost it incurs in putting it right.

The Council may undertake any necessary repairs to the property if damage has occurred as a result of a crime for which the tenant has a crime reference number and is actively supporting the investigation, however the Council will recharge for the repair works if:

- The damage was as a result of criminal activity which involved the tenant or a member of the household, except in exceptional circumstances.
- The repair is required as a result of forced entry by the Police if this action results in a successful conviction of the tenant or member of the household.

Tenants are responsible for damage to the contents of the property and are encouraged to ensure they have appropriate insurance in place to cover their personal possessions.

Tenants are required to treat Council staff and contractors with respect whilst they are working on their property. Tenants are expected to refrain from smoking whilst technicians are working in the property. Tenants are also expected to remove and control their children and animals from the areas where technicians are working. Tenancy Services will be informed of any person acting unreasonably towards Council staff or contractors and action for breach of tenancy may be progressed.

## 7.0 Responsive Repairs

The Council will provide an effective responsive repairs service to its tenants to ensure that their home is safe and secure and that the value of the Council's assets are maintained.

Responsive repairs are those carried out when components fail, and which cannot wait to be undertaken under a cyclical, planned or improvement programme. These works, which are revenue funded, comprise of responsive repairs to items such as plumbing/sanitary equipment, door/window fittings, heating appliances and electrical installations.

The Council's policy for carrying out day to day repairs is built around a number of key principles:

- To provide an open, accountable, and consistent level of service.
- To optimise the balance between cost and service quality so as to achieve value for money.

- To involve tenants, to ensure the service responds to the needs of customers and remains 'fit for purpose.'

The council, and contractors employed by the council, will aim to ensure that responsive repairs are completed correctly at the first visit and that disruption to the tenant and their home is minimised. When this is not possible, we will ensure that this is communicated with the customer and they understand what will happen next, and when it will happen.

## 7.1 Heating & Associated Repairs

Where pre-existing council owned heating provision is beyond economic repair the Council will consider replacement with an alternative form and this may not be a like for like replacement.

The Council does not provide a secondary source of heating as standard. Secondary sources of heating will only be provided on a discretionary case by case basis depending on the circumstances involved (for example identifiable medical needs). When any existing secondary sources are beyond economic repair they will be removed.

Heating repairs are usually carried out quickly and with minimum disruption to tenants, however there are occasions when temporary heating will be supplied by our contractor. For practical reasons, these are supplied in the form as fan heaters, however the Council will retain a small stock of alternative heating forms which can be provided on request.

## 7.2 Reporting Repairs

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

- by telephone (including an out-of-hours number for reporting emergency repairs)
- online (Routine Repairs)

Appointments will be offered for all non-emergency responsive repairs. Tenants will be able to choose from a number of specific appointment slots including morning, afternoon, and we endeavour to facilitate specific requests for example, avoiding school run, or first appointments.

## 7.3 Repair Priorities

All repair orders are prioritised according to the urgency and nature of the work. Repairs that are required as a result of component failure or breakdowns that put tenants' health and safety, or the property, at risk will be dealt with faster than those that can safely wait.

### **7.3.1 Emergency Repairs – within 24 hours**

These are repairs that need to be carried out to avoid serious danger to the health and safety of the occupants, or where a failure to carry out the repair could cause extensive damage to buildings and property.

Examples of emergency repairs would include loss of all electrical power in the property, loss of all heating and hot water in the property, blockage of the toilet where this is the only facility in the property, insecure property.

Emergency repairs will be attended within 24 hours of the defect being reported to the Council. The out of hours emergency repairs team only deals with jobs that cannot safely be left until normal working hours. They may only make safe or undertake temporary repairs, in which case permanent repairs will be completed as soon as possible during normal working hours.

### **7.3.2 Urgent Repairs – within 5 working days**

This category of repair covers more urgent repairs which over time can get worse and damage property and belongings and can include containable water leaks, partial loss electric or water supplies, blocked sink, bath or basin, broken locks which do not affect the security of the property, broken or cracked electrical accessories, plugs and sockets extractor fan etc

### **7.3.3 Routine Repairs – by mutually agreed appointment**

These are repairs that are not emergencies, although they may cause inconvenience to residents. Examples of routine repairs would include replastering, easing an internal door, clearing an overflowing gutter. Routine repairs will be completed by appointment.

The Council aims to complete all repairs at the first visit, however this is not always possible due to unforeseen circumstances, for example where parts are not readily available or we suspect there may be asbestos. In these cases, follow on works will be required and these will be booked in according to the priority and availability of materials.

In some instances, the Council may need to inspect the property to establish the precise nature of the repair work required. In such cases the Council will undertake a Pre-inspection which will be by appointment. These may include include damp and mould related problems, repairs where the scope of the job is not known or if the diagnosis given by the tenant is not detailed enough.

In some cases, planned repairs may be identified following repair work, or inspections. This may include certain types of improvement work, for example, the fitting of extract fans, damp proof work. This work may require further surveys and this work will be classed as planned works and not subject to the

responsive repair timeframes.

### **7.3.4 Out of Hours Emergencies**

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.

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.

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 hour's service for emergency repairs will include heating and hot water repairs. During the summer period these repairs will be undertaken as a routine repair.

## **8.0 Planned and Cyclical Maintenance**

### **8.1 Planned Maintenance**

Planned maintenance includes all planned improvement works and planned repairs to the housing stock.

The Council gathers and uses information relating to each property to plan and develop its planned maintenance programmes. Typically, this will include:

- information from a periodic stock condition survey
- condition of property elements & components
- expected component and material lifecycles
- information about asbestos present in the property
- information about the energy performance of properties
- Information from the Housing Health and Safety Rating System (HHSRS)
- Repair history

In developing its annual planned maintenance programme, the Council will

take into account the current condition of the property and assess this against the component lifecycle and the decency standards as defined by the Department for Levelling Up, Housing & Communities. Consideration will also be given to the impact on other maintenance work streams.

Expenditure on planned maintenance will be limited by the constraints of the Business Plan. A realistic programme of works will be produced which balances the requirements of the stock database and its affordability.

The Council will publish information about its planned maintenance programme each year in its annual report to tenants. This will include details of how much money has been spent on planned maintenance and what type of works have been carried out.

The Council will achieve value for money in delivering planned maintenance programmes by tendering contracts on a regular basis and entering into partnering arrangements with contractors. Information about contracts awarded and partnering arrangements will be published on the public contracts website.

The Council will actively engage with tenants and leaseholders when considering major contracts, such as the gas service and maintenance contract.

## **8.2 Cyclical Maintenance**

These are maintenance works that are undertaken at defined time intervals as routine preventative maintenance. The works are undertaken on regular planned cycles for servicing, inspection and testing of equipment, often as required by statute or regulations or to maintain the generation condition of the stock, and particularly the electrical and mechanical installations within the stock.

The Council will undertake the following programmes on a cyclical basis:

<b>Work Programme</b>	<b>Frequency</b>
Gas Appliance Servicing	Annual
Solid Fuel System Service & Sweep	Annual
Air Source Heat Pump / Electric Heating	Annual
Smoke & CO Detector check	Annual
Fire Detection Systems to blocks and schemes	Weekly/quarterly/half yearly/annually (as applicable for installed equipment)
Emergency Lighting in blocks and schemes	Monthly/half yearly/annually (as applicable for installed equipment)
Fire Fighting Equipment	Annually
Fire Door Assemblies	Monthly/half yearly/Annually (Based on setting &

	risk)
Periodic electrical installation condition inspection - Dwellings	5 yearly *
Periodic electrical installation condition inspection - Communal Areas	5 yearly
Internal & External Decoration	7 yearly
Water hygiene/Legionella testing monthly on sheltered schemes and relevant flat-block schemes	weekly/Monthly/quarterly/half yearly/annually (based upon task & setting)
Passenger Lifts	Annual service & independent safety inspection

Communal areas to flats, sheltered accommodation common rooms, etc. may require painting at different intervals. Communal areas that are subject to reduced traffic or wear and tear will not require decorating at the same frequency as other parts subject to heavier traffic. Inspections will be undertaken and assessment made before any work is undertaken. Where work is not required in the area it shall be re-scheduled for a future inspection within a suitable timescale.

Gas servicing and the landlord gas safety checks are carried out annually and at the checks on smoke and carbon monoxide detectors should be tested at the same time in individual dwellings. The combination of these programmes reduces tenant disturbance, improves access rates for smoke detector checking, and increases value for money by using one contractor.

The Council will publish details of works undertaken and its adherence to regulatory compliance in its annual report to tenants.

### 8.3 Enabling Tenant Choice

Where the Council undertakes major repairs or works of improvement it will offer the tenant of the property choice of selected finishes. This will apply to the:

- colour of finish of internal decoration from an agreed range of colours
- the door and worktop finish of kitchen units
- colour of tiles or wall finish in the bathroom and kitchen
- colour of floor covering
- style of external door

## **9.0 Appointments and Access**

### **9.1 Responsive Repairs**

Appointments are generally made at the time of reporting a repair. Tenants will be advised of an appointment date during the phone call and a follow up reminder text will be sent. Where the online reporting system is used, you will be contacted with an appointment by the Council by letter, email or in person. Occasionally we use subcontractors and are not able to give an appointment. You will be advised where this is the case and should the tenant wish to arrange an appointment, they are able to contact the contractor on the telephone number provided and arrange a convenient appointment for the work to be completed.

### **9.2 Planned and cyclical maintenance repairs**

The Council will write to inform tenants if they are due to have major planned works to their properties. They will arrange for asbestos surveys to be undertaken and the asbestos contractors will contact you directly to arrange a suitable time to survey the property.

Planned and cyclical works appointment are managed and co-ordinated by our appointed contractors and they will call or write to you directly to manage and arrange appointments. There will usually more than one visit to scope the work, discuss colour options and agree final designs for the work.

The appointment process for cyclical works, including gas and electrical safety checks are vitally important for tenant safety and the Council takes a robust approach to ensuring access is maintained.

Our contractors will write offering an appointment, where this is missed, they will send a further appointment. If this is missed the Council will make contact and start preparing for legal action. This can take the form of a warrant of entry, injunction or possession proceedings which can result in the loss of a tenant's home.

### **9.3 Missed Appointments**

The Council are experiencing an increase in the number of properties where we cannot get access.

In many instances, multiple attempts to carry out essential safety checks have been made.

Missed appointments is a breach of the Tenancy Agreement and effectively represents financial loss to the Council whilst at the same time affecting service levels to other tenants.

The process for appointments issued by contractors is to make two fixed appointments, which can be rearranged to suit the tenant. A minimum of 7 days notice is given for all appointments other than emergency or urgent appointments. A call card is left at the tenants property and photographic evidence of the visit obtained.

Further efforts to contact tenants and or their family is made directly by phone or as visits to the tenants home.

The Council as a Landlord has a right to access to repair and carry out safety inspections and to mitigate the risks associated with missed appointments the Council may take one or more of the following actions to ensure that risks are mitigated in a timely manner:

- Obtaining a Warrant to enter the premises under Schedule 3 2(3) Environmental Protection Act 1990
- Obtaining an injunction to enter the premises. We will apply for a lifetime injunction where a tenant is repeatedly refusing access.
- Serve a Notice to Quit. These may be issued in addition to other enforcement action to gain entry.
- Serve notice of possession proceedings for breach of tenancy.
- Serve an abandonment notice where it appears that no one is living at the property.

Legal action can be costly and the Council will minimise the cost by recharging tenants for missed appointment and any legal costs it incurs in trying to gain reasonable access.

## 10.0 Quality Control

The Council believes that the quality of its maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its property.

The Council requires all staff and contractors working in residents' homes to comply with its published code of conduct.

The Council's Repairs Officers, in partnership with tenants, are responsible for monitoring the standard of work completed.

All tenants who receive maintenance works will be encouraged to complete a resident satisfaction questionnaire after the works have been completed. These will generally be through a text service.

The Council will ensure that a proportion of responsive repairs are inspected once they have been completed. Any performance issues arising from these post-inspections will be referred to the contractor for investigation.

Where a resident has recorded dissatisfaction with any service work carried out to their home, this will be investigated by SKDC Officers, who will ensure that any necessary remedial works are carried out.

Tenants may make a formal complaint about the standard of work or service and the Customer Feedback Policy is also available to any resident who is dissatisfied with the maintenance works provided.

## 11.0 Recharging tenants for repairs

The Council aims to maximise its financial resources to enable improvements to be conducted to homes and services. The Council will ensure that tenants meet the costs of repairs they have responsibility for.

The Tenancy Agreement sets out tenants' responsibilities for repairs, these are set out in the table of responsibilities and form part of the Tenant Handbook.

The Council will charge residents for repair works undertaken on their behalf, where this expenditure has been caused either by damage which is not the result of fair wear and tear, or by unauthorised alterations to the property.

Payment will be required in full before any re-chargeable repairs work is carried out, with the following exceptions where:

- an emergency response is required
- the property has to be made secure at the direction of the police where they have forced entry (costs will be recharged as appropriate to either the resident or the police)
- the repair is prejudicial to the health and safety of the household
- (for example, a blocked WC)
- the disrepair could cause or is causing damage to other parts of the property or to other properties
- the Council considers that the disrepair could lead to deterioration in the appearance of the area

Where tenants are in hardship and may not be able to afford the cost of the repair, this will be discussed with the tenant and a plan will be agreed in writing with the tenant and the Council.

In exceptional circumstances, the Council may consider waiving the cost of the re-chargeable repair. All cases will be considered on an individual basis.

### 11.1 Rechargeable Repairs undertaken during a tenancy

Each year the Council spends a considerable sum of money on cleaning, clearing, and repairing its properties due to neglect and damage caused by its residents, their families, and their friends. This is money that could be better spent on enhancing properties and the environment and the Council will ensure that all aspects of the tenancy are enforced. This means we can make sure that we are spending money where it is most needed.

All requests for repairs reported by tenants will be assessed against the Council's repairing obligations, as outlined in the tenancy agreement and the Repairs Policy. Where a reported repair is deemed to be the responsibility of the tenant, the

tenant will be informed that they are responsible for that repair under the terms of their tenancy agreement. This includes damage that may have been caused accidentally, for instance a window broken by children in the property.

Where a repair is needed as a result of criminal activity that has not been caused by the tenant, a member of their family or a visitor to their home, the resident will not be charged for the cost of any works providing written confirmation with a crime reference number is obtained from the Police (an Incident Number is not sufficient).

Where a repair is needed as a result of criminal activity that has been caused by the tenant, a member of their family or a visitor to their home, the resident will be charged for the cost of any works. Where appropriate, the Police will also be informed of any criminal activity that has taken place.

Where damage is caused by the Police whilst executing a warrant and a conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will be held liable for the cost of the repair. Where not conviction is secured, the Council will seek to recover the cost of the repair from the Police.

## **11.2 Rechargeable Repairs at the end of a tenancy**

On receipt of a valid notice to end a tenancy, arrangements will be made with the tenant for the property to be inspected. Following this inspection, the tenant will be informed in writing of any work for which they are responsible prior to vacating the property.

Any re-chargeable works not carried out by the tenant before they vacate the property will be undertaken by the Council and the cost of the works will be re-charged to the former tenant.

A situation may arise where an end of tenancy inspection is not able to be conducted in the presence of the tenant, for instance where the property has been abandoned. Further, some repairs for which the tenant is responsible may occur after the end of tenancy inspection has taken place. In these circumstances an empty property inspection will take place and a photographic record taken of any damage caused or work required to the property which is deemed to be the former resident's responsibility.

Where the Council is aware of a forwarding address, the former resident will be advised in writing that they will be re-charged any costs incurred by the Council and the debt will be pursued in a manner which accords with the Council's Rent and Other Income Collection and Recovery Policy.

Where no forwarding address is known, a record will be kept of any outstanding rechargeable repairs. The Council will pursue the debt from the former tenant should their new address later become known.

## 12.0 The Right to Repair Scheme

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. Such tenants may be entitled to compensation if their repair is not completed within the prescribed time limits.

Damage to internal decorations as a result of a general responsive repair will not generally be compensated unless such damage is as a result of a programme of major repair.

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 tenants 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.

### 12.1 Implementing the Right to Repair Scheme

The Council will implement the Right to Repair Scheme by:

- ensuring that information about the Right to Repair Scheme is available on the Council's website
- advising tenants who are reporting qualifying repairs of their rights under the Right to Repair Scheme
- providing compensation to tenants where they have enacted their rights and we have failed to undertake repairs within the qualifying time, at the levels prescribed

The Council will ensure that it:

- Ensures that information about the Right to Repair is available on the Council's website
- Provide details about the scheme in the Tenant Handbook

## 12.2 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

## 13.0 The Right to Undertake and Receive Compensation for Improvements

### 13.1 Introduction

Part IV of the Housing Act 1985 established that all local authority tenants are secure tenants<sup>1</sup> and that all secure tenants have the right to undertake improvements to their home, subject to receiving the landlord's consent.

The Leasehold Reform, Housing and Urban Development Act 1993 gives secure tenants the right to compensation for certain tenant financed improvements that have had the written permission of the Council.

The right to compensation for improvements is subject to certain qualifying criteria and regulations contained in the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 No. 613.

### 13.2 The Right to Undertake Improvements

All secure tenants have the right to undertake improvements to their homes, on condition that they have been given prior written consent from the Council.

Introductory tenants do not have the same rights and must not carry out any alterations or improvements to your home or property.

On receipt of a written application, the Council will assess the proposed alteration to ensure that the property asset and value is not adversely affected.

Permission to carry out an improvement will not be unreasonably withheld, but permission may be withheld if the requested improvement will:

- make the dwelling more difficult to let in the future
- create long term maintenance issues
- be unsuitable to future occupants
- adversely affect the energy performance rating

Tenants who undertake improvements to their home will be responsible for the maintenance of the improvement, throughout the lifetime of their tenancy.

Consent for alterations will not be provided retrospectively and tenants who undertake alterations without consent may be required to reinstate the property to its former state or may be recharged for rectification and reinstatement works.

Tenant improvements which are considered major, conservatories, driveways, porches, and structural alterations including new walls, can only be left in-situ when a tenancy ends with the written permission of the council. Permission will be granted if the council considers that the maintenance works meets the criteria set for permission. In all other instances the works should be removed by the tenant and the property returned to the original state.

### **13.3 Compensation for Improvements**

Compensation payments for improvements are not payable until the tenancy comes to an end.

The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 No. 613 sets out:

details of tenants who will qualify for compensation for improvements  
a list of qualifying improvements and the notional life of the improvement  
formula to be used in the calculation of compensation to qualifying tenants.

The Council will provide tenants with information about their right to undertake improvements and receive compensation for undertaking improvements by ensuring that information about the Right to Compensation for Improvements is available on the Council's website.

## **14.0 Adaptations to Homes of Tenants with Disabilities**

The Council will ensure that its housing stock meets the needs of residents of the district who have disabilities by:

- maintaining a register of homes which have either been purpose built or substantially adapted to meet the needs of a disabled person/persons.
- Ensuring that purpose built and substantially adapted property is retained in stock and not sold under the Right to Buy Scheme.
- establishing an annual budget which it will use to fund works of adaptation to the homes of existing tenants.
- Maintain a policy framework setting out the strategy and framework for delivery. This policy is available on the Council's website.

### **14.1 Works of Adaptation to the Homes of Existing Tenants**

The Council will set aside a specified sum of resources each year, to enable adaptations to be undertaken to the homes of tenants who have disabilities.

Tenants requiring adaptations will need to engage with the Occupational Therapy Service, who will assess the tenant's requirements.

The Council may conduct an options appraisal and further investigations to look in more detail at the proposals and how the need is best met, in some cases this may be through rehousing.

Any applications for adaptations are processed in line with the Council's Aids and Adaptations Policy

## **15.0 Commitment to Equality**

### **15.1 Introduction**

The Council is committed to providing an equal opportunity to the service for all of its tenants and leaseholders. Any action taken under this policy will comply with current equalities legislation.

### **15.2 Council Staff and Contractors**

The Council's staff and contractors will operate in such a way to ensure that they meet the needs of individual residents and to ensure that they do not discriminate on the grounds of:

- Age

- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

All contractors will be asked to provide copies of their Equality and Diversity Policies to the Council, prior to the award of any contract.

### **15.3 Procedures and Practices**

The Council' staff and contractors will operate in such a way to ensure that their procedures and practices are sensitive to the needs of individual residents and to ensure that they do not discriminate on the grounds of:

- race and ethnicity
- age
- disability
- religion or belief
- gender
- sexual orientation
- gender identity

Repair work and Maintenance programmes may from time to time need to be tailored to meet the needs of individuals, for example the priority of a repair may be increased for vulnerable residents. All cases will be considered on an individual basis.

### **15.4 Information**

The Council will in all reasonable circumstances make information available in a variety of information formats, including for example:

- large print
- audio tape
- community languages

Where specialist services are required to ensure that information is accessible to the tenant or leaseholder, we will ensure that these are made available.

## 16. Performance Monitoring

### 16.1 Introduction

The Council will monitor its performance in delivering its repairs and maintenance service to ensure that the programmes are delivered effectively and to assist in the delivery of continuous improvement.

### 16.2 Performance Monitoring

To help achieve the Council's aim of ensuring continuous improvement in the services it provides and to ensure that it meets all statutory obligations, the Council will put in place systems and processes in place which allow it to monitor and evaluate performance.

The Council will constantly monitor service standards and the performance of its contractors. Appropriate action will be taken if the service works are not performed to the required standard.

The Council will continually review its standards by measurement against the performance of other social housing providers, with the aim of achieving continuous improvement and to ensure compliance with best practice.

The Housing Portfolio Holder and the Housing Management Team will receive quarterly updates detailing the following information:

- level of expenditure against annual approved budget for the planned and cyclical maintenance programmes and the responsive repair programme
- achievement against target timescales for each category of responsive repair
- % of tenants satisfied with responsive repair service overall and by the strands of equality
- completion of planned and cyclical maintenance programmes
- % of tenants satisfied with planned and cyclical maintenance service overall and by the strands of equality
- number of Right to Repair claims received and amount paid in period
- number of claims for Compensation for Improvements and amount paid in period

To ensure a quality service, the responsive repairs key performance indicators and management reports will be monitored on a regular basis to help ensure that cost, quality and performance targets are met.

Key performance indicators we will record, and monitor include:

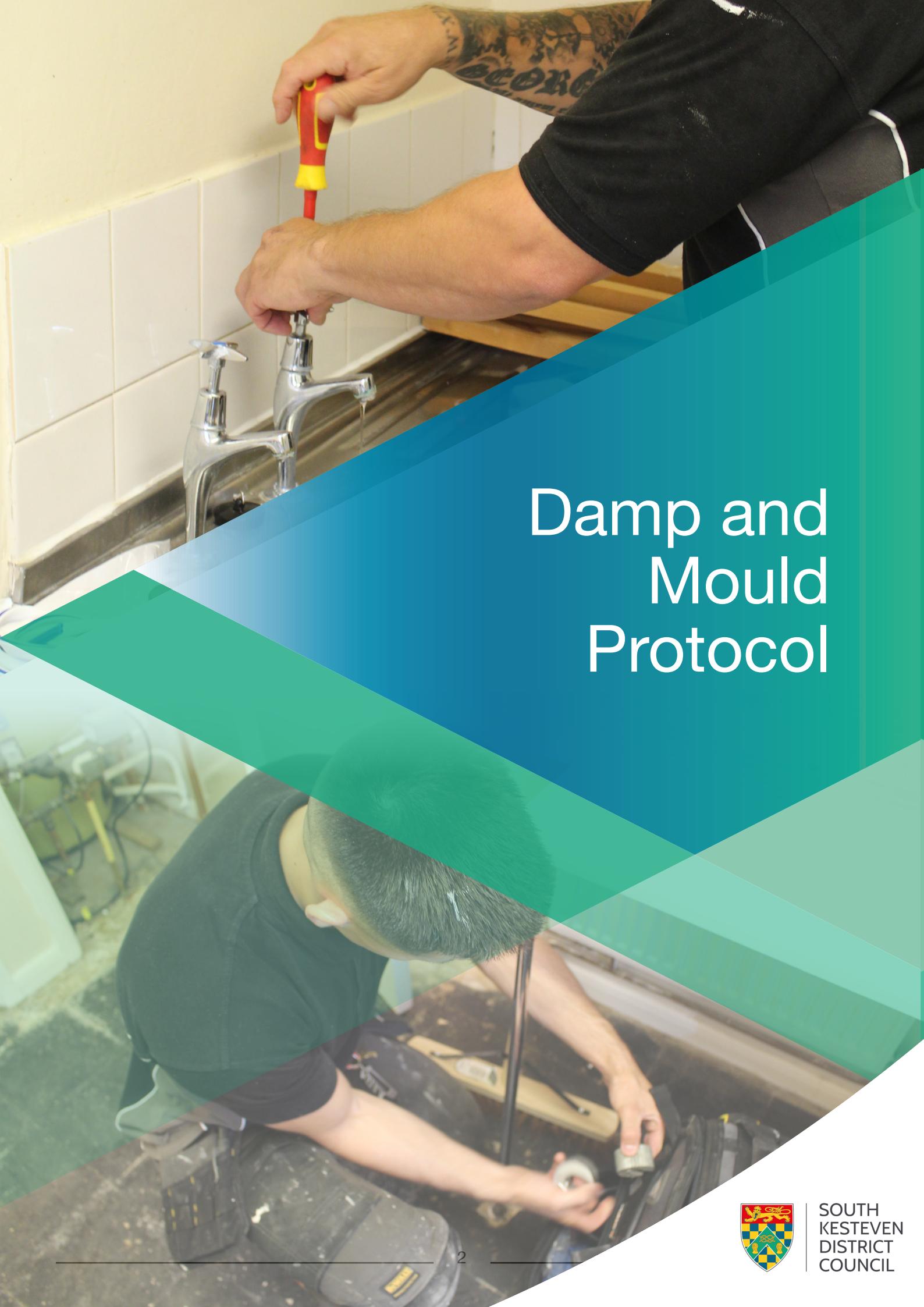
- % of tenants satisfied with repairs service
- % of repairs completed "right first time."
- % of responsive repairs completed by appointment

- Average cost of repairs per property.
- Average time to complete responsive repair (working days)

## **17. Review of Housing Repairs and Maintenance Policy**

The policy will be reviewed periodically to ensure it is consistent with changes in legislation and regulation.

This policy will be reviewed on a three yearly basis, or sooner if there are any changes in the relevant legislation.



# Damp and Mould Protocol



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## 1. Introduction

Damp and Mould are conditions caused by too much moisture in your home. The Repairs and Maintenance Policy generally cover the repairs needed to the property but do not address how damp and mould specifically, will be managed by the council.

The age and construction type of the Council's property stock are contributing factors alongside poor thermal performance, which can create difficulties for tenants to provide sufficient heating and ventilation, creating ideal conditions for mould

The ability for a tenant to effectively heat and ventilate their home is a key consideration and recent increases in fuel costs are adding to the overall impact and increase in reports of damp and mould.

The aim of this protocol is to detail the Council's response to the management of damp and mould, and to set a framework to proactively manage potential risks and promptly diagnose and prevent issues which may arise from damp and mould in our properties, including communal areas through the following:

Undertake effective investigations and implement reasonable remedial repair solutions and improvements to manage damp, mould and condensation.

Offer advice and assistance to customers living in our properties, including information on how to prevent damp, mould and condensation.

To signpost residents who are experiencing difficulties managing their heating costs to charities and other support agencies for assistance.

Ensure staff and contractors are trained on how to recognise, manage, and identify solutions to damp, mould and condensation

## 2. Relevant legislation and regulatory compliance

This protocol is written in the context of the current legal and regulatory requirements as set out in the Repairs and Maintenance Policy with particular focus on the

Landlord and Tenant Act, 1985, the Housing Health and Safety Rating System within the Housing Act 2004, Home (Fitness for habitation) Act 2018 and Decent Homes Guidance

In order to respond to best practice, the Policy also seeks to have strong reference to the Regulatory Framework for Social Housing in England by specifically addressing the emerging requirements and expectations set by the Social Housing Regulator and amendments to the Social Housing Bill.

## 3. Responsibilities

### 3.1 Tenant Responsibilities

Damp and mould caused by condensation can often be controlled by simple measures which can be adopted by the tenant. These responsibilities include:

- Following all advice and guidance issued by us, on managing and controlling damp, mould and condensation.
- Regularly checking for and reporting any leaks, or faulty heating, windows, or extractor fans.
- Ensuring of the general upkeep and cleaning of extractor fans and vents (i.e., that they are not blocked).
- allowing access for inspections and for the carrying out of all remedial works.
- Not allowing the property to become overcrowded or using the property as a business or for purpose it was not originally intended.

### 3.2 Landlord Responsibilities

The Council is responsible for the maintenance, repair and replacement of the structure and common parts of its properties, as set out in the Tenancy Agreement and Tenants' Handbook.

The repairing obligations in relation to damp and mould are set out generally in the Housing Act 2004. The Housing Health & Safety System is a mechanism to inspect and assess hazards in property and grade these according to risk.

Damp and Mould are specifically addressed under section 9 of the Housing Act 2004,

## 4. Identifying Damp and Mould

Damp is a general term used to describe conditions where there is high moisture level in a building.

**Rising damp** is due to a defective, breached or non-existent damp course. This will leave a 'tide mark' about 1m above the floor. Fixing rising damp is a job for a qualified builder.

**Penetrating damp** is moisture entering the house through leaking pipes, a damaged roof, blocked gutters, gaps around window frames and cracked rendering and brickwork etc. All these problems can be remedied.

**Condensation** occurs when moist air meets a colder surface like a wall, window, mirror etc. The air can't hold the moisture and tiny drops of water appear. It also occurs in places the air is still, like the corners of rooms, behind furniture or inside wardrobes.

Mould is a general term used term to describe a type of spore-producing hyphomycetes fungi and there are many different types.

Mould is an ever-present part of our ecosystem, and their spores and fragments are always present to a greater or lesser extent in our homes, workplaces and public buildings. It is virtually impossible to completely get rid of them.

As mould spores land on places where there is excessive moisture, such as properties suffering from condensation, rising damp, penetrating dampness or leaks, these spores will grow. Many building materials provide nutrients that encourage growth.

Mould grows on organic materials, for example wood, paint and fabric, all it then needs to thrive is oxygen and moisture. Moisture is likely to be the key element because organic materials and oxygen are also present in homes which do not have problems with mould.

It is important to recognise that not all damp and mould presents the same risk to our tenants. The most immediate risk relates to severe mould growth which may cause airborne toxicity and is therefore especially dangerous to some of our vulnerable tenants.

We will not generally undertake any tests to identify specific mould types but deal with all mould types in the same manner.

## 5. The Impact of Damp & Mould

Exposure to mould spores can cause a wide range of symptoms including rashes, itchy eyes, sneezing, coughs, dizziness and nausea.

The long-term effects of mould exposure can be more severe for those with a weakened immune system. As the body goes into overdrive trying to fight the foreign pathogens, it is left weakened, exposed and vulnerable to other diseases.

The elderly, children and those with existing allergies are all considered to be more susceptible to mould exposure.

## 6. Investigation and Repair Process

### 6.1 Investigative Process

It is essential to correctly identify root causes of damp. Condensation is the main cause of mould, however there may be defects causing or contributing to high humidity levels.

The need to act quickly to identify and manage damp and mould as a hazard may entail several visits to assess the severity of the damp and to carry out follow up surveys.

Visual observations both externally and internally are of vital importance and should be detailed within the report. The inspection should adopt a holistic whole house approach that considers the implications of:

- Location
- Building structure
- Construction materials
- Maintenance / Condition / Defects
- Thermal performance
- Ventilation
- Number of occupants
- Pattern of occupancy
- Heating pattern
- Family economics –heating costs
- Domestic appliances – e.g., condenser dryers
- Arrangements for drying washing and wet clothing
- Existing ventilation – especially bathrooms and kitchens

### 6.2 Initial Report Actions<sup>1</sup>

1. We will log an inspection on the Repairs recording system.

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<sup>1</sup> Properties within the Disrepair Process will not be managed in the same way and any inspections, works and communications will be through the tenant's solicitor.

2. We will carry out an Inspection to assess the severity of the mould and to establish whether there are any property issues causing or contributing to the problem. This will be carried out within 14 days of the first report of mould.
3. Information on managing condensation and advice will be given to tenants.
4. We will arrange any initial works which will usually involve a clean of the mould to remove the immediate hazard. The target timescale for these works is within 28 working days.
5. Further surveys will be arranged following recommendations for additional technical surveys, monitoring and or follow up repairs. Timescales for repairs will be allocated in accordance with prioritisation based on the severity of the problem.
6. Signposting to other agencies and referrals for support with energy bills will be provided where appropriate.
7. Where damp and mould is severe and the risk posed to tenants is significant, we will arrange to temporarily decant tenants whilst investigations and works are carried out.
8. A communication will be sent to tenants to advise them that we have completed our investigations and works and reaffirm any guidance they need to follow. This will formally close the case.

### **6.3 Case Management**

There may be occasions where there are factors which make the standard process of inspecting and carrying out repairs more difficult, for example tenants in fuel poverty or where there is overcrowding.

A complex case panel has been established to record cases, actions required and decision making to support successful outcomes.

Case management decisions include the following:

- Initiating a temporary Decant property
- Approval for funding to support
- Agreement to apply management discretion for a direct let.
- Seeking support from other agencies

Each case is discussed on its own merit and may involve referral or case conference with other agencies.

## **7. Monitoring the effectiveness of the Protocol**

## **7.1 Performance**

The formal closing of a case will allow us to track the effectiveness of the investigation and repair process.

Where further reports of damp and mould are recorded, an inspection will be raised, these will be flagged as a 2<sup>nd</sup> visit and the previous repair number will be recorded in the text to ensure that staff are aware that the property has had previous inspections and work.

Second visits will take place and a review of information collected from the visit together with previous information and property history, will be held with the management team to identify issues not resolved at first contact.

The outcome of the review will be an action plan for the property and tenants will be prepared and discussed with the tenant.

The total numbers of damp and mould cases, status and how long they have been open, will be recorded and reported to the Corporate Management Team as part of the overall compliance reporting on a monthly basis.

The percentage of visits within the 14 day target will also be monitored to ensure that sufficient resources are maintained to support the robust approach to the management of damp and mould in our properties.

## **7.2 Review**

The protocol will be reviewed annually but should there be any changes or recommendations the Social Housing Regulator it will be carried out earlier.

# Contact details

Alternative formats are available on request:  
audio, large print and Braille

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