

*Front and back pages to be added and uploaded to SKDC website following approval by Cabinet*

## **1. Scope of Policy**

1.1 This policy sets out the overall approach that South Kesteven District Council (The Council) will take in relation to the repairs and maintenance of the housing properties it owns or manages.

## **2. Policy Statement**

2.1 The Council is committed to delivering a range of maintenance services to best meet customer, legal and regulatory needs and to ensure that homes and communal facilities are safe and well maintained.

## **3. Legislation Requirements**

3.1 Social landlords must adhere to several regulations related to repairs and maintenance and lack of compliance can place a landlord at risk of prosecution of financial penalties. The legislation and standards include:

- Housing Act 2004
- Environmental Protection Act 1990
- Homes (Fitness for Human Habitation) Act 2018
- Landlord and Tenant Act 1985
- Decent Homes Standard
- Minimum Level of Energy Efficiency Standard
- Housing and Regeneration Act 2008 (Regulatory Standards).
- Social Housing (Regulation) Act 2023, including the proposed requirements set out the Awaabs Law

## **4. Responsive Repairs Service**

4.1 This is generally unforeseen demand driven maintenance, typically reactive repairs are reported by customers and empty property (void) repairs are carried out when a property becomes vacant.

4.2 To ensure the service is accessible for all customers, the Council will maintain a range of ways for repairs to be reported. These include:

- By phone
- Online
- Directly to council employees

4.3 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 Tenant's Handbook. These responsibilities include:

- All repairs to the structure and exterior of the property (including drains, gutters and external pipes and any other fixtures and fittings provided by the Council).
- Maintenance of communal areas, including grounds maintenance and lighting to these areas.
- External paintwork.
- The repairs and proper working order of installations for the water, gas and electricity.
- Repair and proper working order of installations for space heating and heating water.
- Internal walls, floors and ceilings, doors and doorframes, door hinges and skirting boards (but not including internal painting and decoration).
- Chimneys, chimney stacks and flues.
- All fixtures and fittings including kitchen cabinets and bathroom suites and showers.
- Boundary walls and boundary fencing if adjoining a public area or highway.
- The Council will investigate reports of damp and mould including proactively supporting tenants in accordance with our damp and mould policy and procedures.

- 4.4 The Council may charge for undertaking repairs where damage has been caused by the customer, members of the household or visitor to the property.
- 4.5 If a customer is refusing to grant the Council access to carry out essential health and safety works (such as gas safety checks, heating checks, electrical testing and stock condition surveys), then the Council will refuse to undertake any non-emergency reactive repairs until these have been completed.
- 4.6 Further details on repairing responsibilities are contained in Appendix A.
- 4.7 The responsive repairs service exists to undertake work that cannot wait for cyclical or planned programmes of work and categorises according to their urgency. The key timescales for responsive repairs are:

Repair Service	Repair Type	Appointment offered
Emergency Repairs (initial attendance within 4 hours and make safe within 24 hours. Follow up work may be required).	Attendance to deal with an immediate and serious risk to people or property. For example: <ul style="list-style-type: none"><li>• Severe water leaks</li><li>• Total loss of power and major electrical faults</li><li>• Total loss of heating (November to March – attend within 24 hours)</li><li>• Passenger lift faults</li></ul>	No

	<ul style="list-style-type: none"> <li>• Major roofing leak or drainage problems</li> <li>• Major structural problems caused risk to persons safety</li> <li>• Failed smoke or CO alarms to ensure minimum coverage is provided</li> </ul>	
Non-Emergency Repairs will be completed within a single visit where possible within 20 working days.	All non-emergency repairs that need to be carried out to remedy building defects or component failure and that cannot wait for cyclical or programmed works.	Yes (AM/PM/between schools runs/all day appointments offered). Evenings or Saturday mornings may be offered by agreement.
Major Repairs Initial assessment within 10 working days (if required) and completed within 60 working days).	Larger scale, more complex non-emergency repairs that need to be carried out to remedy building defects or component failure and that cannot wait for planned/programmes works. These may include multiple trades and replacement works, or batched works such as fencing replacements or footpath repairs.	Yes (AM/PM/between schools runs/all day appointments offered). Evenings or Saturday mornings may be offered by agreement.
Post works checks	We will carry out a sample check of 10% of all completed jobs and a tenant satisfaction survey will be sent to the resident to monitor the quality of completed works.	Yes

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

4.9 The Council will comply with right to repair timescales as contained in Appendix B.

## 5. Cyclical Maintenance

- 5.1 These are regularised programmes of maintenance undertaken at pre-determined frequencies. Examples of cyclical maintenance include, but are not limited to:
  - Safety inspections and tests (e.g. gas and fire safety tests)
  - External painting
  - Service contracts
- 5.2 The specific arrangements for building safety related cyclical maintenance are provided for in separate policies.

## **6. Planned Works**

- 6.1 These are planned programmes of improvement works to update or upgrade properties or neighbourhoods, or to replace key components such as kitchen or bathrooms. Planned programmes often include an element of customer choice. The timing of replacements is agreed annually and informed by our stock condition survey database.
- 6.2 The Council undertakes a programme of stock condition surveys each year, including carrying out housing, health and safety rating inspections and energy performance certificates if required. The Council will use this data to assess the quality of its homes and to inform future planned works programmes. Data collected through stock condition surveys is held on the Council's asset management database and is used to report against the decent homes standard.
- 6.3 Cyclical and planned maintenance programmes are updated on an annual basis and include indicative plans for the next four years.
- 6.4 The Council will also carry out special projects to upgrade properties to improve the energy efficiency of its homes and to meet the government's target of all homes meeting EPC C by 2030.

## **7. The Council's Responsibilities**

- All resident facing colleagues and operatives are responsible for spotting repairs, reporting and recording information they gather.
- The Repairs Contact Centre is responsible for logging all repairs reported.
- Technical colleagues are responsible for inspection, remediation, diagnosis and project management.
- Our trades teams and appointed contractors are responsible for safely and effectively completing works in our homes.
- Managers for the above teams are responsible for ensuring the policy is understood and followed for existing and new colleagues.
- Managers are responsible for reviewing and reporting on the effectiveness of the policy and ensuring compliance.

## **8. Resident Responsibilities**

8.1 All residents are responsible for reporting repairs to the Council and allowing access to their homes to complete work in accordance with their Tenancy Agreement.

## **9. Home Improvements**

9.1 A secure tenant has the legal right to make alterations and improvements to their home if they obtain written permission before they carry out any work and seek all relevant permissions including Planning and Building Regulation approvals.

9.2 The Council will not unreasonably withhold consent to a request to carry out improvements/alterations. If consent is provided, the customer will be responsible for any subsequent repairs, maintenance or replacement of the improvement/alteration.

9.3 At the end of the tenancy, a customer may claim compensation for certain eligible improvements carried out if they have the relevant consent.

9.4 Full details are provided in the Councils guide to undertaking your own home improvements.

## **10. Aids and Adaptations**

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

- Updating a database of homes which have either been purpose built or adapted to meet the needs of a disabled person/persons.
- Establishing an annual budget which it will use to fund minor adaptations to the homes of existing customers.
- Having in place servicing contracts for adaptations equipment regardless of how it was originally funded.

10.2 Full details are provided in the Councils Aids and Adaptations Policy.

## **11. Leaseholders/Shared Ownership Obligations**

11.1 The Council will not carry out repair for leaseholders where the terms of the lease state that a repair is their responsibility. Leaseholders' repairs responsibilities are set out in detail within the individual lease agreement. We will not carry out repairs to homes we manage for third parties unless expressly identified in formal agreements.

11.2 The Council will consult with leaseholders before entering into a Qualifying Long-Term Agreement. This is an agreement that is 12 months or more in length where a leaseholder may have to contribute £100 or more in any 12-month period. The Council will also consult leaseholders before carrying out Qualifying Works. This is a repair or major works where a leaseholder will be required to contribute £250 or more. The Council will comply fully with the requirements placed on managing agents/landlords in respect of the consultation.

## **12. Equality and Diversity**

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

12.2 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 and belief
- Sex

## **13. Complaints**

13.1 The Council aim to meet the needs of our customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong, and customers may wish to complain. Should the need arise to make a complaint, we will refer to our complaints policy and procedures.

## **14. Monitoring and Review**

14.1 Performance and customer satisfaction will be monitored using a suite of key performance indicators and reported through to respective committees, senior management teams and scrutiny panels to identify areas for review and improvement.

14.2 Members of the Council will monitor the effectiveness of this policy and recommend policy changes to improve service delivery and customer experience.

14.3 This policy is reviewed every 3 years or on the introduction of new legislation or best practice. This policy will remain valid for use until a new version is available.

## **15. Associated Documents**

15.1 List of documents – associated policies, procedures and publications:

- Aids and Adaptations Process
- Asset Management Strategy
- Customer Feedback Policy
- Compensation Policy
- Damp and Mould Policy
- Equality, Diversity and Inclusion Policy
- Health and Safety Policy
- Recharge Policy
- Total Housing Compliance Policy
- Voids Policy
- Tenancy agreement and Tenants Handbook

## **16. Where this Policy can be Found**

16.1 This policy will be made available on our website.

**APPENDIX A**

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			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			
BP3	Bathroom	Bath panels (if fitted by South Kesteven District Council)			
BP4	Bathroom	Seals around the bath and sink units			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)			Cleaning including limescale & mould treatment of seals is the responsibility of the tenant
BP6	Bathroom	Showers -electric or mixer (unless fitted by you)			Except shower curtain track/rail
BP7	Bathroom	Shower head & hose			Except damage through lack of cleaning & limescale removal
BP8	Bathroom	Toilets / WC and associated plumbing			Except blockages caused by tenant misuse, eg nappies, wipes etc.
BP9	Bathroom	WC / toilet seats			
CA1	Communal Areas	Communal areas, such as lifts, entrance halls, stairs, passageways and TV aerials.			Service Charges may apply
CA2	Communal Areas	External areas, lighting, pathways, car parking			Service Charges may apply

TM1	TV & Media	TV aerials & WiFi, sockets, and cabling.			Unless Communal
TM2	TV & Media	Telephone points & cabling			Including the installation of telephone lines where one has not been installed previously.
E1	Electrical	Fixed wiring, sockets and lighting			
E2	Electrical	Fuseboard / Consumer Unit			Unless resetting trip switches / RCD's which should be checked before reporting
E3	Electrical	Light Fittings (Fitted by the Council)			Except light bulbs, dimmer switches, fuses, fluorescent tubes and starters
E4	Electrical	Switches and socket fittings			Except where damaged by tenants, dimmer switches or switches/sockets fitted by tenants
E5	Electrical	External front entry light			Tenants are responsible for exterior lighting to the garden.
EX1	External	Garden paths			Including steps, footpaths and ramps that provide access to your front, rear or side door only
EX2	External	Garden patios & decking			
EX3	External	Gardens, cut lawns, trim hedges, shrubs and trees.			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			The Council will not repair tenant installed or any type of gravel / paving slab /grass driveways.
EX5	External	Fencing & Gates			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			Tenants are responsible for keeping gullies free of leaves and other debris.
EX7	External	External decoration			Where previously painted by the Council
H1	Heating	Includes all main Boiler or heat pump repairs or breakdown			
H2	Heating	Electric heating systems repairs or breakdown			
H3	Heating	Leaking radiators			
H4	Heating	Thermostatic Radiator Valves			Except where damaged by tenant
H5	Heating	Bleeding Radiators			
H6	Heating	Topping up water pressure			
H7	Heating	Relighting Pilot light			Including the setting of any heating controls or programmers
H8	Heating	Secondary heating, gas/electric/solid fuel fires and surrounds			Secondary heating, gas/electric/solid fuel fires and surrounds
HW1	Hot Water	Hot water cylinders			
HW2	Hot Water	Immersion heaters			
IR1	Internal Repairs	Carpentry eg skirting, window boards, stairs, stair rails, weather boards.			Except where damage has been caused by tenants
IR2	Internal Repairs	Floorboards			Unless broken due to carpeting.
IR3	Internal Repairs	Floor covering			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).			Tenants are responsible for adjusting internal doors to suit floor covering.
IR5	Internal Repairs	Internal door locks			
IR6	Internal Repairs	Internal walls and plaster			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			The Council will not be responsible for repairs arising from decorating activity
K1	Kitchen	Domestic appliances			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			Except damage caused by tenant misuse, eg Child or pet damage, painting unit doors
K3	Kitchen	Kitchen sink & taps			Except blockages caused by tenant misuse, eg food waste and fats.
K4	Kitchen	Dishwasher waste traps			
K5	Kitchen	Washing machine waste trap			Excluding blockages
K6	Kitchen	Worktops			Except damage caused by tenant misuse
K7	Kitchen	Tiling			Except damage caused by tenant misuse, painting tiling etc
K8	Kitchen	Cooker supply - gas & electric			Tenants are responsible for the correct connections of appliances to supply

P1	Plumbing	Plumbing repairs and leaks to any part of the dwelling.			Except for tenant appliances eg washing machines and dishwasher taps/hoses
S&S 1	Safety & Security	Smoke & Carbon Monoxide Detectors			Hard wired detectors will be maintained by the Council, Battery operated detectors will be maintained by the tenant including replacement of batteries.
S&S 2	Safety & Security	Front / Back door Locks			We will replace all defective locks through normal wear and tear, except where damage has been caused by tenants or loss of keys.
S&S 3	Safety & Security	Loss of keys or door entry fobs			Including repairs to forced entry if you get locked out
S&S 4	Safety & Security	Communal doors & access systems			
S&S 5	Safety & Security	Infestations in your home.			Of any kind, to include mice, cockroaches and bed bugs. The Environmental Health Department will be able to offer advice on dealing with infestations
S&S 6	Safety & Security	Infestations in communal areas			This may be subject to a service charge
ST1	Structure	External Doors (including frames, hinges, locks, door jambs, letterboxes and handles).			Except where damage has been caused by tenants
ST2	Structure	Glazing			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.
ST3	Structure	Windows and frames			Except loss of window keys.
ST4	Structure	Roofs, including guttering and external rainwater goods, soffits and fascia's			
ST5	Structure	Brickwork & Render			
ST6	Structure	Garages / Out buildings/Storage Sheds, where these are provided by the Council			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			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.

**APPENDIX B****Right to Repair (statutory timescales)**

Landlords will comply with the Right to Repair provisions contained within Section 96 of the Housing Act 1985 as reformed by section 121 of the Leasehold Reform, Housing and Urban Development Act 1993. Qualifying minor repairs must be completed within set timescales. Should we not complete such work on time, the tenant has the right to request for another contractor to undertake the work and to seek compensation from the landlord. Qualifying repairs and timescales are set out in the table below. These timescales only apply where access is provided by the tenant.

<b>REPAIR TYPE</b>	<b>WORKING DAYS</b>
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lightning 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
Total or partial loss of space or water heating between 1 <sup>st</sup> November and 30 <sup>th</sup> April	1
Total or partial loss of space or water heating between 1 <sup>st</sup> May and 31 <sup>st</sup> October	3
Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the property) toilet pan	1
Toilet not flushing (where there is no other working toilet in the property)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating 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 in internal kitchen or bathroom not working	7