



Housing Services

Repairs Policy (2020)

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2 – Introduction –

- 2.1 This policy provides a customer focussed and best value approach to the repairs service, which supports residents in maintaining their homes. It defines our approach to delivering the service, the high standards we will meet and the roles and responsibilities of stakeholders.
- 2.2 We expect our maintenance services to be of high quality whilst representing good value for money. This will contribute to resident satisfaction with their homes, ensure our residents are safe in their homes and protect the condition and integrity of our housing stock for the benefit of future generations.
- 2.3 This policy details our commitment to deliver responsive repairs and planned and cyclical maintenance in line with legislation including evolving good practice on Building Safety, the terms and conditions of the tenancy agreement and to meet the demand and expectations of our customers. It also outlines our approach to recharging tenants and leaseholders for repairs carried out by the Council as a landlord for repairs and our approach to landlords consent.

3 - Related Documents

- 3.1 This policy should be read in conjunction with the tenancy agreement, the core document that sets out the responsibilities of LBH and our tenants.
 - Tenants Handbook
 - Leaseholders Handbook
 - Tenancy Policy
 - Repairs Charter

4 – Equalities Statement

- 4.1 We are committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.
- 4.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.
- 4.3 The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminate discrimination, harassment, victimisation and to advance equality of opportunity and foster good relations between people with differing characteristics.
- 4.4 Further detail on the Duty, and the Council's approach to fulfilling its requirements, can be found on the [Havering equalities policy](#).

5 – Legal Context

- Landlord & Tenant Act 1985
- Housing Acts 1988,1996,1998,2004
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Defective Premises Act 1972
- Health and Safety at Work Act 1974, Sections 2, 3 and 4
- Common hold & Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Management of Health and Safety at Work Regulations 1999
- Building Regulations Act 1984
- Housing Health and Safety Rating System 2006
- Leasehold Reform Act
- Equality Act 2010
- HCA – The Regulatory Framework for Social Housing in England from April 2012
- 2006 Decent Homes Standard
- Disability Discrimination Act 2005
- Gas Regulations (Gas Safe)
- Electrical Regulations (NICEIC)

6 – Policy Statement

- 6.1 This policy relates to all HRA properties owned and managed by LBH, all leasehold properties where LBH own the freehold, all commons areas on HRA owned land and properties and all PSL properties where we offer repairs and maintenance services.
- 6.2 It is the overarching guide to repairs and maintenance in our Council Housing properties and associated areas, and clearly sets out the services and standards our customers can expect from the London Borough Of Havering Housing Services.
- 6.3 We will provide a repairs service to:
- Ensure residents are safe in their homes.
 - Provide value for money.
 - Safeguard the future of homes in the borough.
 - Support investment in our housing estates & homes.
 - Protect the environment and support addressing fuel poverty.
 - Support our customers, especially those that are vulnerable.
 - Provide easy to access, up to date information on the status of repairs.
- 6.4 In order that our service meets these objectives we will:
- Consult with customers about our service.
 - Carry out repairs in one visit whenever possible.
 - Arrange appointments at times that suit.
 - Set a high standard of workmanship.
 - Listen to feedback.
 - Consider the environmental impact of the work we do.

7 – Reporting a Repair

7.1 Residents can report a repair or make enquiries regarding repairs or planned works on the number below between 9.00am and 5.00pm Monday to Friday.

- Repairs Contact Centre - 01708 43 43 43

7.2 Outside of these hours emergency repairs can be reported on the same telephone number.

7.3 We also provide 24-hour, 7 day a week flexible repairs reporting online, and by email.

- Visit our website - <https://www.seemydata.co.uk/cgi-bin/index.pl?client=havering>)
- Email us at askhousing.havering.gov.uk

8 – Making an Appointment

8.1 We always aim to offer suitable appointments at the first point of call to complete the repair, we will:

- Provide a range of appointments at times to suit residents.
- Confirm all appointments by SMS where possible
- Ensure that residents are kept informed of the program of works.
- Where it is not possible to identify the problem we will send a LBH surveyor to visit properties to fully identify the scope of works required.
- Advise if an appointment is not required, or if somebody needs to be at home when we call.

8.2 - What happens if an appointment is missed, or we need to change the appointment?

8.2.1 If an appointment is missed or needs to be re-scheduled residents should contact us to arrange another appointment for the repair to be completed.

8.2.2 We will leave a calling card if residents are not in when we arrive or fail to answer the door, after making reasonable attempts to let them know that we have arrived.

8.2.3 Where we need to change to an appointment for any reason, we will;

- Advise of any changes to an appointment and offer a suitable alternative time if required.
- Pay £20 compensation, if we miss an appointment, have not made contact to explain the reason and have failed to offer an alternative.

8.3 – Access to Homes

8.3.1 Under the terms of the tenancy we require reasonable access to homes to carry out works where necessary. We will work with residents to agree a suitable time.

- 8.3.2 Where repairs or safety checks are required which could have a significant Health and Safety impact on residents, we may seek legal authorisation to gain entry.
- 8.3.3 Occasionally residents may not be aware of an issue affecting neighbouring properties, and we ask for co-operation in helping solve these issues by providing access when requested.
- 8.3.4 Residents do not always need to be at home for us to carry out works, such as works in gardens or communal areas. We will advise this and where necessary gain permission to work in this way.

9 – Tenants with Exceptional Needs or Who Are Vulnerable

- 9.1 For anyone who experiences difficulties with everyday living who requires support to ensure they can safely occupy their home we may schedule the repair faster than normal and offer additional support during its completion. We encourage information about any special circumstances when reporting a repair so that we can prioritise it correctly.
- 9.2 We recognise that a person can be vulnerable as a result of a single problem or condition, or a combination of factors. Vulnerability is not always a permanent situation and people may be vulnerable at different times due to different causes.
- 9.3 A residents vulnerability may be identified by any member of LBH staff or our contractors but it is important any disability, such as a hearing impairment or mobility restriction, is communicated to staff so that they can make special arrangements (e.g. knock loudly, allow extra time for the door to be answered, or make contact via a third party such as support worker). We can record this information for any future repairs only if we are specifically asked to, by you.
- 9.4 The nature of support we provide may depend on the level of vulnerability and the household's circumstances.

9.5 - Handy Person Service

- 9.6 We offer a handyperson service to vulnerable residents for small jobs which may be difficult for residents; e.g. hanging curtain rails, building flat packed furniture or putting up a shelf.
- 9.7 Vulnerable residents should contact the Contact Centre for full details or to request the service.

9.8 - Our Repair Responsibilities

- 9.8.1 We are generally responsible for maintaining the structure homes, the services and some fittings. This includes looking after areas such as:
- Walls, floors and ceilings.
 - Window frames and external doors.
 - Main entrance doors and communal doors to blocks.
 - Roofs, drain pipes and gutters.

- Toilets, baths, sinks, gas pipes and water pipes.
- Boilers, radiators, storage heaters and immersion heaters.
- Light switches, light fittings, sockets and wiring.
- Communal areas including stairs, landings, drying areas, pavements and rubbish chutes.
- Lifts and other mechanical and electrical equipment.
- Communal fire alarms, in flat fire detection and emergency lighting

9.9 - Residents Responsibilities

9.9.1 Residents are responsible for maintaining;

- Fittings installed or accepted by residents at the start of the tenancy. These can include shelves, wardrobes and laminate flooring.
- Fitting additional locks.
- Bleeding air from radiators.
- Resetting tripped switches.
- Replacing light bulbs.
- Make reasonable attempts to clearing waste pipe blockages up to the main drainage system.
- Repairing minor cracks and holes in walls and ceilings.
- Television aerials and internal reception equipment.
- Fences and gates that do not form a boundary with a public road or footpath.
- All internal decoration.
- Take steps to stop further damage once a fault has been identified and reported.
- Gardens.

9.9.2 Residents are responsible for insuring the contents of their homes.

9.9.3 Although residents are also responsible for the following repairs, we will give help and advice in getting these completed. We may be able to complete these works as chargeable works.

- Replacing broken or cracked glass.
- Gaining access and replacing keys.
- Dealing with damp caused by condensation.
- Keeping the property clean and in good order.
- Repairing any damage caused by residents or visitors.
- Report criminal damage or vandalism to the police (retain incident number).

9.9.4 Where relevant we will provide advice, guidance and support on the safe use of homes and how to ensure a positive experience, residents must adhere to this advice at all times.

Our operatives and our contractors may refuse to carry out work where a home is considered to be at an unacceptable level of cleanliness, have too many personal possessions, be considered a risk to health or safety or where there are any other breaches of the Tenancy Agreement.

10 - Timescales for Repairs and Planned Works

10.1 Emergency repairs

As a landlord, we have responsibilities to carry out work in the event of an emergency. These will be completed in four hours of the request, however subject to the individual issue this may be making safe only pending further follow on works.

10.2 Urgent repairs

These are repairs that may cause inconvenience or nuisance. We will complete these repairs within 3 working days of the request

10.3 Routine repairs

These are defects that are not likely to cause any serious inconvenience, nuisance or consequential cost to the customer or third party if not given an immediate response. We will complete these within 28 working days the request.

10.4 Out of Hours Repairs

For repairs reported outside of normal working hours we will attend emergency repairs within 4 hours. We will try to fully rectify the issue, but it may be necessary to only make safe pending a full repair in line with the timescales given in table 1.

10.5 Planned Works

These are works which have been identified as being required from a stock condition survey and which do not cause any serious inconvenience or nuisance to the customer and which do not present an immediate health and safety risk.

These may include external works such as border fencing, gates, paving, larger roof or brickwork repairs and internal decent homes works such as kitchen, bathroom and heating replacements and will be put into a planned programme of work.

Where an assessment has been made not to carry out works to a property and a resident disagrees with the decision, they can contact our Housing Asset Management team through our complaints process, detailing the reason for their disagreement with the decision and requesting a review.

Some residents may not want improvement work to be completed on their home and can refused some elements of work, however we will not allow residents to refuse work which we consider:

- Essential to help maintain the integrity of the entire building.
- Essential for health and safety reasons.
- Elements of Statutory compliance.

11 - Servicing Heating Systems and Landlord's Safety Checks

11.1 Each year servicing works will need to be carried out on gas, electric and solid fuel appliances within homes. We will make contact with residents to arrange a convenient appointment date and time.

11.2 We require reasonable access to the property to carry out safety checks; we may take the appropriate legal action to gain access to properties.

11.3 Please refer to LBH Fire Safety, Asbestos and Compliance policies for full details.

12 - Restrictions to the Repairs Service

12.1 Most tenants take pride in their home, pay rent on time and are good neighbours. However, there are a small number of tenants who damage things deliberately or thoughtlessly, make no arrangements to pay rent and are a nuisance to their neighbours.

12.2 In some circumstances the Repairs Service may, subject to a review of the facts and circumstance by a senior manager, be limited to emergency works, health and safety related works and Right to Repair works, including where:

- 3 consecutive appointments for repairs have been missed in the past 6 months.
- Rent has not been paid on time for at least 12 weeks.
- Rent arrears exist, unless a repayment arrangement has been kept to for at least 12 weeks.
- There are breaches of tenancy such as an antisocial behaviour order or notice of possession.
- Other money is owed, such as for chargeable repairs or other services.
- There is a history of violent or abusive behaviour towards our staff or its representatives.
- There is a proven unreasonable use of the repairs service.
- The right to buy process has begun.
- An abandonment notice has been issued.

12.3 If planned work is due to be carried out in the next year repairs will only be ordered if the fault:

- Is an emergency.
- Poses a health and safety risk.
- Is covered by the "Right to Repair".
- Is unrelated to the planned works.
- Is causing serious inconvenience.

12.4 This policy applies to all London Borough of Havering tenancies, except for mutual exchanges for which the following restrictions will apply:

- The property is taken as seen and all responsibilities of the outgoing resident will be passed to the incoming resident.
- Repairs and maintenance responsibility of items installed by the outgoing resident will be passed to the incoming resident.
- Any alterations carried out by the outgoing resident that do not conform to our standards will be treated as chargeable works as outlined in this policy.

12.5 For Leaseholders, we will repair and maintain the structure and communal areas required as documented within individual leases and we will undertake any health and safety related works required, however please note that these may be chargeable.

12.6 Tenants have the right to appeal against any decision not to undertake repairs through our Complaints process.

13 - Chargeable Works

- 13.1 LBH will charge for damage to our properties by the tenant which is not the result of normal wear and tear.
- 13.2 Tenants must advise the contact centre when raising a repair of the cause of the issue, where it is considered chargeable, all costs will be recovered in full and payable in advance, except where work is required for health and safety reasons, or where failure to act could damage the structure of the property or an adjoining property, in which case the works will be completed and the tenants charged after completion.
- 13.3 Chargeable works will include any improvements/alterations carried out by residents to our properties without the prior Landlords consent from us, or do not conform to the conditions of any consent and require work to restore the home to its original state or a safe condition.
- 13.4 This will also include the costs for clearing of clutter and waste from properties and gardens where appropriate.
- 13.5 Where a tenant has requested a repair, but not advised the cause of the issue, and it is suspected to be caused by the resident or a third party, the surveyor, operative or officer will survey the damage before undertaking any works and report to the issue to their supervisor. Any works completed will be charged to the tenant once those works have been completed.
- 13.6 Where damage is caused to the property under a warrant, or carried out by those who have the authority to do so, for example Police gaining entry to the property, we will undertake any emergency repairs that constitute a health and safety risk.
- 13.7 Any work undertaken as a result of this damage will be charged to the resident. If there are no health and safety risks then residents will be given the opportunity to repair any damage themselves.
- 13.8 Under the terms of the Tenancy Agreement, the tenant is responsible where damage is caused by a third party who is a resident, member of the resident's household or a visitor and the chargeable works policy will apply.
- 13.9 Where damage is caused by a third party who is not a resident, member of the resident's household or an invited visitor, we will look to charge the third party the full amount for undertaking the work including an administration fee.
- 13.10 Where damage is caused by an unknown third party, the resident must report the damage to the police and obtain a crime reference number. Under these circumstances a charge will apply. We may waive the charge, but this will be at the discretion of the appropriate manager who will take into consideration all relevant facts.
- 13.11 If it is apparent that the initial request for service was misrepresented, i.e. it was not an emergency repair then the repair or attendance by an operative may be chargeable. This will be evaluated on an individual case basis.

13.12 Voids

13.12.1 When a tenant requests a move, an inspection will be made and any chargeable works will be identified.

13.12.2 Tenants will be given the opportunity to complete the chargeable works themselves or to allow LBH contractors to complete the works.

13.12.3 Where LBH contractors complete the works or the tenant completes the works but they are not up to an acceptable standard LBH will charge the tenants accordingly.

13.12.4 LBH reserves the right to levy additional charges should further issues be identified once the tenants has vacated the property, including charging for removal of possessions.

13.12.5 LBH reserves the right to refuse any move where the full cost of chargeable repairs has not be paid or a payment plan has not been agreed or where residents have not completed the works themselves

13.12.6 Where residents abandon a property any chargeable works identified will be photographed, catalogued and the charges will be sent to the tenants' forwarding address.

13.13 Private Sector Landlords (PSL) Properties

13.13.1 For PSL properties in which we place tenants, where a landlord fails to complete a repair, LBH reserves the right to complete the works and charge the landlord.

13.13.2 Monies owed will be recovered from a deduction in the monthly rental payment made to the landlord.

13.13.3 Where the repairs are caused by tenant damage, then the tenant will be charged for the repair in line with this policy

13.14 Payment

13.14.1 All charges will include the actual cost of the work and an administration fee plus VAT where appropriate. We will calculate the cost of work using the schedule of rates on the current contract

13.14.2 The Customer Call centre will advise of the charges when reporting the repair, however LBH reserve the right to levy additional charges should more work be required than advised by the tenant.

13.14.3 We will charge an administration fee of 15% on chargeable repairs/work. This will cover the cost of assessing the chargeable work and invoicing the works.

13.14.4 All chargeable repairs, with the exception of health and safety related repairs must be paid in advance. Failure to make payment will result in the work order being cancelled. Health and safety related works, or chargeable works identified by staff on site, will be charged after the works have been completed.

13.14.5 Where applicable any chargeable repair costs will be deducted from any monies due to be paid to the tenant.

13.14.6 If a tenant is receiving a Transfer Incentive Payment, any outstanding charges can be deducted from this amount including the administration fee and VAT.

13.14.7 Repayment plans may be agreed for high cost works, for vulnerable tenants or in special circumstance (i.e. following domestic abuse). This will be agreed on a case by case basis.

14 - Landlords' Consent

14.1 Havering residents and leaseholders have the right to apply to carry out improvement/alteration works to their homes and gardens.

14.2 For residents all types of improvement/alteration works with the exception of decoration must be approved prior to work starting.

14.3 For leaseholders all works which may impact on other properties (directly or indirectly) and subject to any explicit terms in the lease require approval.

14.4 This is in line with the Tenancy Agreement or Lease agreements where it states written permission must be sought before undertaking any improvement work.

14.5 Landlord's Consent will not be given to residents who are:

- On a Starter Tenancy Agreement.
- In rent arrears of over three months or not conforming to a Court Order for arrears.
- In temporary accommodation.
- Identified with an outstanding case of anti-social behaviour (ASB).
- In outstanding debt owed to the London Borough of Havering that is not part of an agreed payment plan.

14.6 All requests for Landlords consent will be assessed against three critical items:

- Health and safety risk – for example loft conversions without proper stairs or the removal of internal walls.
- Structural alterations to a property – for example installing new openings.
- Impact on the value of the asset - for example where the quality of works or materials is poor.

14.7 Once we are notified in writing of the request for an improvement/alteration we will respond within the agreed target time of 28 working days. The response will be in writing and outline whether the request has been approved.

14.8 It will include where appropriate conditions that will have to be adhered to throughout the process. If within 28 days the request cannot be approved as it will require more technical analysis, consultation of third parties or any other consultation or investigation, then this will be clearly stated in the written correspondence.

14.9 If permission is not granted we will write to explain the reasons why. We can refuse improvements/alterations if we believe this is not in the long-term best interests of the property or our residents.

14.10 In addition to making a Landlord's Consent application, residents must apply to the Council for Planning Permission and Building Regulations' approval where required. This will not be undertaken by the London Borough of Havering and remains the responsibility of the resident.

- 14.11 Where Planning Permission or Building Regulations approval is required or where the London Borough of Havering deems it necessary, a provisional Landlords consent only will be granted. A full landlord's consent will not be granted until all relevant approval has been granted and evidenced, the works have been completed as per the conditions laid out within the provisional consent and we are satisfied that the works completed have been done so to an acceptable standard.
- 14.12 All improvements/alterations granted consent will need to be completed within six months of written approval. If a resident fails to complete the works within a six-month period the consent will lapse and they must reapply for landlords consent if they wish to undertake works at a later date.
- 14.13 Any improvements/alterations will be subject to an inspection to ensure the work has been carried out to an appropriate standard following any conditions laid out when the initial consent was granted.
- 14.14 If an improvement/alteration has been granted Landlord's Consent but does not comply with the conditions set or is not properly maintained and may cause damage to property or person, we will remove this alteration.
- 14.15 We will reinstate what would have been previously present and charge the resident for all associated costs. This is irrespective of whether the property that could potentially be damaged is in owed by the London Borough of Havering or not.
- 14.16 We residents have undertaken works without permission retrospective consent must be applied for, using the same process as if permission was being sought prior to undertaking work. Whilst retrospective consent is being sought all related work must be stopped until a decision is given
- 14.17 If retrospective consent is not granted, then the improvement/alteration must be removed. We will reinstate what would have been previously present and charge the resident for all associated costs.
- 14.18 Where residents undertake work having been granted landlords consent then the full repairs and maintenance responsibility to these works lies with the tenant.

15 – Right to Repair

- 15.1 The *Right to Repair* scheme gives tenants the right to have a small *emergency or urgent* repair done quickly and to be paid compensation if we fail to do it.
- 15.2 To qualify for this, a repair must be a 'Qualifying Repair'. This means a repair:
- Is classed as an emergency or urgent repair.
 - Has an estimated value of less than £250.
 - Is our responsibility.
- 15.3 The Right to Repair does not apply if:
- The repair is completed by appointment outside the target date.
 - The repair has an estimated value of £250 or more.

- Access for inspection or for the repair to be carried out has not been provided, having been given a reasonable opportunity to do so.

15.4 If repairs listed below are not completed within the set time, we will pay £10 compensation immediately plus a further £2 per day for every working day the repair remains outstanding, up to a maximum of £50.

Table 1 – Right to Repair Timescales

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

16.1 Our contact details are;

- Contact Centre - 01708 434343
- Go to our website at see-my-data

<https://www.seemydata.co.uk/cgi-bin/index.pl?client=havering>

- Email us at - askhousing.havering.gov.uk

16.2 - Compensation

16.3 For all works that are undertaken within or in the vicinity of a resident's home all reasonable precautions will be taken to complete the works without causing damage to resident's belongings or fittings

16.4 Where damage is proven to be caused by a London Borough of Havering employee or someone acting on our behalf and the cause of the damage can be attributed to accidental damage or poor working practices, compensation may be paid

16.5 Compensation will be assessed in line with our compensations policy

16.6 Any money owed to the London Borough of Havering will be deducted from compensation before payment is issued.

17 – GDPR & Data Protection

The London Borough of Havering shares the commitment to ensure that all data is:

- processed lawfully, fairly and in a transparent manner
- collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- relevant and limited to whatever the requirements are for which the data is processed
- accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- stored for as long as required, as specified within the London Borough Of Havering's Records Retention policy
- secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

For further information about the Council's commitment to the General Data Protection Regulations (GDPR), visit the Council's website at [Havering data protection](#).