

# Repairs and Maintenance Policy September 2020

MONITORING, APPROVAL AND REVIEW					
Lead Officer / Author	Mick Stanley, Responsive Repair Manager				
Version No/Date	Version 1/Sept 2020				
Version Notes	Triennial review carried out to ensure policy reflects operational practices and remains fit for purpose. Last Policy update October 2017.				
Publication	Is the policy public (published on FCHO website), available on request (not published on FCHO website) or is it confidential? Please select:  - Public/Published (available on Website)				
Consultation	Customer Engagement, Neighbourhood services, Contact centre, Assets, Legal services, Compliance, Development, H&S, BI Team, and Property Care.				
Equality Analysis	The Equality Impact Assessment has been completed.				
Approved by	Executive Team and FCHO Board				
Approval date	7 <sup>th</sup> October 2020				
Review Frequency	This policy will be reviewed every three years unless there is a significant incident, important change in circumstances or legislation which would warrant a review being carried out at an earlier date.				

# **REPAIRS AND MAINTENANCE POLICY**

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# **Appendices**

Appendix 1 Repair Categories

Appendix 2 Customer Responsibilities

# 1. What is the purpose of this Policy?

1.1 First Choice Homes Oldham Limited (FCHO) recognises that a high standard of service delivery is essential. Providing a Value for Money (VFM), responsive and technically competent repairs service is a core priority. The purpose of the Policy is to deliver a customer focussed repairs and maintenance service to FCHO's homes and wider neighbourhoods.

# 2. The Policy

#### 2.1 Service Standards

- 2.1.1 The repairs and maintenance service operates a 24 hour, seven days a week service to the following service standards:
  - **Emergency repair** any defect that puts the health, safety or security of the home, the customer or visitors at immediate risk. All Emergency repairs will be attended within 3 hours and made safe, wherever possible a full repair will be carried out. If this is not possible, a new appointment will be arranged at a time convenient for the customer.
  - Priority repair a repair which is not an immediate risk but, if not resolved, could ultimately result in an Emergency repair. They are also repairs which prevent the customer from having full use of their property, facilities and services. These will be completed within five working days. If, to fully complete the required repair after dealing with the priority, it requires a major replacement then a subsequent routine or planned repair may be required and will be delivered within the required timescales at an appointment convenient with the customer.
  - Routine repair a repair that does not fall within the Emergency or Priority category
    and does not pose a risk. These will be fully competed within 20 working days at an
    appointment convenient with the customer.
  - Major repair a large or specialist repair that cannot be completed within 20 working
    days, due to the specialist nature, materials required or size of the repair. Major repairs
    will be carried out within 90 working days from the time a repair is reported to the
    completion of the work, at an appointment convenient with the customer.
- 2.1.2 Examples of repairs that fall under each repair category are listed in Appendix 1. The Contact Centre will use discretion in cases of specific customer circumstances with regards to the repair category. Data will be collected from the Customer Relationship Management (CRM) system to support the identification of these circumstances.

#### 2.1.3 The repair process will be as follows:

- An appointment will be agreed with the customer within the repair timescale.
   Customers must provide access to their home at the agreed time. Where appropriate, the no access process will be followed.
- Repair appointments can be made between 8:00am and 5:00pm Monday to Friday and 8:00am to 4:00pm on a Saturday.
- The repair will be diagnosed when the customer contacts the Contact Centre or reports this online at My Account.
- Where possible an appointment will be offered when the repair is reported.
- A series of reminders of the repair appointment will be sent by text message.
- A gas safety check will be undertaken, where required, within a 12 month period.
- Every five years a full electrical safety test will be undertaken to all properties.

# 2.2 Roles and responsibilities

#### **Customers**

# 2.2.1 Customers will support the repairs process by:

- Allowing access at the agreed time for repair works for which FCHO are responsible.
- Maintaining their home and surrounding areas for which they are responsible in accordance with the conditions of the tenancy agreement or lease.
- Ensuring that a responsible adult is present at the agreed time for the repair appointment.
- Clearing the repair work area of personal items or valuables (including furniture, wall and floor coverings) prior to a scheduled appointment. Also reinstating these items upon completion of the repair.
- Ensuring the property is their principle home.
- Repairing or replacing items that are the customer's responsibility.
- Adhering to the FCHO Recharges Policy.

#### FCHO, Property Care Team

#### 2.2.2 FCHO's Property Care Team will support the repairs process by:

- Ensuring operatives attend at the agreed appointment time
- Ensuring that FCHO approved operatives work in a clean and tidy manner.
- Complying with FCHO's colleague Code of Conduct.
- Showing ID when attending customers' homes.
- Only entering a customer's home where a responsible adult is present, unless there is evidence of a clear risk to any person(s).
- Carrying out work that is stated on the work specification to the appropriate standard.
- Informing customers of what work is to be carried out in their home prior to the work commencing.
- Ensuring that operatives work in a way that is healthy and safe, protecting themselves, others and the environment in which they are working.

- Providing confirmation of the work undertaken, advise if further works are required and make the appropriate arrangements with the customer.
- Making good any aspects that have been disturbed during the repair, where this is FCHO's responsibility.
- Procuring and managing specialist contractors and ensuring that they adhere to the agreed service standards including data protection and safeguarding; in line with FCHO's policies and procedures.

# 2.3 Reporting a Repair

- 2.3.1 For all repairs, the aim is to arrange an appointment during first contact with the customer and complete the repair in one visit. During working hours (8:00am to 8:00pm Monday to Friday and 9:00am to 4:00pm on Saturdays) the Contact Centre is available to deal with repair requests.
- 2.3.2 Customers can report a repair by the following means:
  - By telephone on 0161 393 7117.
  - Via "My Account" on the FCHO website (<u>www.fcho.co.uk</u>).
  - In person at FCHO's office at First Place, 22 Union Street, Oldham, OL1 1BE. Current opening hours can be found on our website

## 2.4 Out of Hours Emergency Repairs

2.4.1 Emergency repairs outside of working hours can be made using the telephone number above. Calls will be redirected automatically through to FCHO's out of hour's service. Only those repairs categorised as emergencies are dealt with out of hours. We will endeavour to complete these repairs at the first visit. In some circumstances they will have to be made safe and an appointment made in normal working hours for the work to be completed. If the reported repair is deemed not to be an emergency, then the customer will be asked to call back during office hours to make an appointment. If access is required to an adjacent property to resolve the emergency repair, FCHO will take appropriate steps to gain access. This may mean forcing entry to the customers property to undertake the emergency repairs (see 2.7 No Access).

## 2.5 Appointment Times

- 2.5.1 FCHO offer weekday and Saturday appointments for the completion of repairs. The following options are available:
  - Morning: 8:00am to 12:00pm (Monday Friday)
  - Avoid school run: 10:00am to 2:30pm (Monday Friday)
  - Afternoon: 12:00pm to 5:00pm (Monday Friday)
  - All day: 8:00am to 5:00pm (Monday Friday)
  - Morning: 8:00am to 12:00pm (Saturday)
  - Afternoon: 12:00pm to 4:00pm (Saturday)
  - All day: 8:00am to 4:00pm (Saturday)

#### 2.6 Pre-Inspection

2.6.1 Some repairs will require a pre-inspection before the repair appointment can be arranged in order to establish the extent of the works. These inspections will be carried out by a Repairs Inspector, Surveyor or a nominated contractor representative. This will be via an appointment agreed with the customer and any identified repairs will be completed within the appropriate timescales.

#### 2.7 No Access

- 2.7.1 Customers must allow for access to the property for repairs to be completed in line with their Tenancy Agreement. An appointment will be agreed for most internal repairs at the time a repair is reported. If the customer fails to keep an agreed appointment, they will be informed by a card being left providing instructions as to next steps. If no response is received, the repair may be closed. Where there are repeated failures to gain access, if necessary FCHO may take enforcement action by way of injunction or possession proceedings to gain access to the property.
- 2.7.2 If by not permitting access for a pre-agreed appointment, FCHO experiences considerable cost and inconvenience, FCHO reserves the right to recharge the customer for the call-out cost. This will only be done once an investigation has taken place in to the circumstances or frequency of no access instances.
- 2.8 Heating and Hot Water: Provision and Services
- 2.8.1 FCHO is dedicated to the provision of a quality servicing and repairs service that:
  - preserves the safety of its customers;
  - properly discharges its legal and regulatory obligations;
  - achieves the service standards outlined to its customers;
  - protects the value of its housing stock; and
  - considers energy efficiency when carrying out necessary replacements.
- 2.8.2 FCHO is committed to meeting its legislative requirements ensuring that all of its homes, with a gas supply, have a valid Landlord Gas Safety Record (LGSR). FCHO will service all gas appliances and boilers for all of its homes within 12 months of the previous service date. This will include a visual inspection of any appliances installed by the customer.
- 2.8.3 FCHO will seek to ensure that annual safety checks and servicing is undertaken in domestic and communal heated properties in accordance with their Tenancy Agreement or Lease. Failure to allow access for servicing will result in FCHO following the legal process to gain access. For properties within the Oldham Metropolitan Borough Council area (OMBC) this will involve seeking legal assistance from OMBC or applying for an injunction to gain access. This will be undertaken as a last resort. For properties outside of the OMBC area liaison will take place with the relevant Local Authority.

2.8.4 On communal systems, Leaseholders have the opportunity to request that FCHO's heating contractor manage and maintain their heating installations at an agreed annual cost. Leaseholders on individual gas central heating systems are advised to ensure that their heating system is properly inspected and maintained.

# 2.9 Communal Systems

- 2.9.1 Where FCHO has the responsibility for the maintenance or servicing of a communal system, this will be undertaken in line with the agreed service standards.
- 2.9.2 Where third parties such as managing agents have an interest in, own or control the systems, FCHO will work closely with them to ensure the service received by customers is satisfactory.

## 2.10 The Right to Repair

- 2.10.1 In certain circumstances customers may be entitled to compensation through the Right to Repair provisions. The Right to Repair does not apply in the following circumstances:
  - Where the customer has told FCHO that they no longer want the qualifying repair carried out.
  - Where the customer fails to provide details for the contractor to gain access to their home.
  - If access for an inspection or for the repair to be carried out has not been provided.
  - Where the contractor needs to order special parts to complete the repair.
  - If severe weather conditions prevent the contractor from completing the repair.

#### 2.11 Repair Responsibilities

- 2.11.1 Some repairs are the responsibility of the customer. Appendix 2 provides some examples, however, this is not an exhaustive list. These are communicated via the FCHO website and through customer communication channels including social media.
- 2.11.2 Customers are responsible for the repair or replacement of any damaged items in line with the Recharges Policy.
- 2.11.3 The repair responsibilities and obligations for Leaseholders are as outlined in their lease.

# 2.12 Fixed Floor and Wall Coverings, Aerials and Satellite Dishes

- 2.12.1 Customers are advised not to lay fixed floor coverings (tiles, hard word or laminate) in their homes. This is due to the difficulty in removing them to carry out essential works such as under floor pipework, without damaging the fixed covering. Where a customer has installed fixed wall or floor coverings they are responsible for obtaining the correct noise insulation, contents insurance cover and for removing them for works which FCHO deem essential.
- 2.12.2 FCHO are not responsible for any new or existing satellite or aerial installations including maintenance, repairs or replacements. This includes the temporary removal and refitting of such fittings to facilitate essential repairs.

#### 2.13 Communal Repairs

- 2.13.1 FCHO will manage repairs to shared communal areas to the same timescale and standard as internal repairs. Communal repairs are often identified during regular inspections by FCHO staff. Customers should report any communal repairs directly to FCHO.
- 2.13.2 FCHO will communicate effectively with customers directly affected by a communal repair.

#### 2.14 Defect, Warranties and Guarantees

- 2.14.1 For new build properties, the repairs and maintenance is managed in line with the Development Procedure Guide by the relevant organisation who constructed the building. This usually applies to the first year from handover of the building. For the heating system this is maintained by FCHO's heating contractor.
- 2.14.2 For the replacement of components such as kitchens and bathrooms, and specialist works such as cavity wall insulation there will be a warranty or guarantee period. Customers should report repairs via the Contact Centre in the usual way. FCHO will aim to ensure that these repairs are carried out in the appropriate timescales.

#### 2.15 Latent Defect

2.15.1 Latent defects are faults to the property that could not have reasonably been discovered through inspection before sale or sign up, for example faults in hidden fabric or cavities of building structure. In such cases, FCHO does not take automatic responsibility for rectifying or improving the defect. These will be managed on a case by case basis and customers will be advised accordingly.

## 2.16 Health, safety and the environment

2.16.1 FCHO's Health and Safety Policy and associated procedures will be adhered to at all times. FCHO will follow the Housing Health and Safety Rating System (HHSRS) when diagnosing the condition of its homes and communal areas. FCHO staff and contractors will use agreed risk assessments and appropriate Personal Protective Equipment (PPE). Environmental checks shall be undertaken covering waste and carbon management.

# 3. Monitoring Performance

3.1 FCHO will evaluate and measure its performance and undertake benchmarking against other Registered Providers through the use of Performance Indicators. The table below contains the performance targets. The aim is to constantly improve performance and these targets will be reviewed on an annual basis as part of the Business Planning process.

Measure		Target		
	20/21	21/22	22/23	
Customer satisfaction with the repair	86%	87%	88%	
% of repairs completed right first time		86%	87%	
Number of repair jobs out of time		=<100	=<50	
% of repairs completed in time	85%	86%	88%	

# 4. Legislative or other Guidelines

# **Regulatory standards**

4.1 As a registered provider of social housing, FCHO's provision to customers is regulated by the Regulator of Social Housing. The Home Standard, published by the Homes and Communities Agency (the former regulator) in 2015 states that:

# Repairs and maintenance

Registered providers shall:

- (a) provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, customers, and has the objective of completing repairs and improvements right first time
- (b) meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

Under specific expectations the Standard requires that:

Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include: responsive and cyclical repairs, planned and capital work, work on empty properties, and adaptations.

- 4.2 The Repairs and Maintenance Policy will be subject to the following legislation:
  - Building Regulations Act 1984
  - Common hold and Leasehold Reform Act 2002
  - Construction Act 1996
  - Construction (Design and Management) Regulations 2015
  - Control of Asbestos Regulations 2012
  - Data Protection Act 2018
  - Decent Homes Standard 2006
  - Defective Premises Act 1972
  - Environmental Protection Act 1990
  - Equality Act 2010
  - Gas Safety (Installation and Use) Regulations 1998
  - Health and Safety at Work Act 1974
  - HCA The Regulatory Framework for Social Housing in England from April 2012
  - Housing Act 1988
  - Housing Act 2004
  - Housing Health and Safety Rating System 2006
  - Landlord and Tenant Act 1985
  - Leasehold Reform, Housing and Urban Development Act 1993
  - Localism Bill 2011
  - Management of Health and Safety at Work Regulations 1999
  - Occupiers Liability Act 1957
  - Homes (Fitness for Human Habitation) Act 2018

# 5. Links to First Choice Home Oldham's Strategic Delivery Plan (SDP)

5.1 This Policy links to the areas of Excellent Landlord and Business Assurance aspects within the SDP and could impact on the following measures:

#### **Key Performance Indicators:**

Excellent Landlord - % of repairs completed in time Business Assurance - Compliance measures

## **Strategic Milestones:**

Help create independent and resilient communities Develop Asset Management Strategy

- 5.2 The Policy links to the following strategic risks:
  - Failure to meet landlord health, safety and compliance requirements.

# **Repair Categories**

The following provides a summary of the type of repair that would fall within each of the repair categories as detailed in Section 2.1; Service Standards of the Repairs and Maintenance Policy.

#### **Emergency Repairs**

- Total loss of power
- · Total loss of water
- Insecure property
- · Emergency services call out, concern for customer and need to gain entry
- Uncontainable leak
- Dangerous electrics and/or water on electrics
- Unsafe/exposed Asbestos
- Unsafe structures/risk of collapse
- Blocked WC with no access to another within the same property
- Lost keys and the customer has no other means of access or egress

#### **Priority Repairs**

- Partial loss of power
- Partial loss of water supply
- No bathing facilities
- Repairs which are of no immediate risk but if not made safe could escalate into an emergency repair.
- External leaks causing internal water damage which cannot be contained
- Containable leaks
- Multiple blockages to waste pipes
- Repairs to flooring, footpaths, walkways, fencing due to risk

#### **Routine Repairs**

- Minor containable plumbing leaks
- Repairs to internal joinery including cupboards, skirting, bath panels, flooring repairs.
- Fencing repairs
- Minor plastering repairs
- Roof leaks following being made safe
- Repairs to fans and minor electrical faults
- Faulty/leaking external windows and doors
- Blocked waste pipes to a single fitting
- Fencing repairs which are not an H&S risk
- Cleaning out and/or repairing defects to gutters and rainwater pipes

## **Major repairs**

- Large or more complex repairs or replacement of components which are required following an initial responsive repair which has left the element or component in a safe condition;
- Large or more complex repairs or replacement of components which are identified by an operative, Inspector or Surveyor which are not deemed to require replacement as a Routine repair.
- High value repairs
- Large or more complex repairs or replacement of components which cannot be delivered within 20 days as they require specialist manufacture or ordering of parts/equipment (e.g. doors and windows).
- Repairs which can be delivered via a planned programme which would deliver a value for money approach.
- Examples of major repairs include:
  - Large scale re-plastering
  - Removal of damp/failed cavity wall insulation
  - Kitchen and bathroom repairs which require the removal and replacement/renewal of some components
- Renewal/replacement of external windows and doors

# **Customer Responsibilities**

The following provides a summary of the type of repair that would fall within a customer's responsibility and will operate in conjunction with the Recharges Policy.

- Any repair caused by neglect, misuse, wilful or accidental damage.
- Minor plaster cracks.
- Internal redecorations.
- Replacement of light bulbs, apart from communal lights.
- Electrical plugs, resetting circuit breakers.
- Renewing external security lights.
- Provision of additional electrical sockets or changing single sockets for double (NB: any work
  to the electrical installation must be carried out by a qualified electrician and must have
  received approval from FCHO before undertaking the work).
- Smoke detectors and batteries fitted by the customer.
- Replacement of lost keys or change of locks to any windows or doors.
- Repair or renewal of timber sheds, outbuildings or greenhouses.
- Rehanging internal doors and making adjustments to clear floor coverings.
- Bleeding radiators.
- Plumbing to washing machines, dishwashers etc. and any leaks/blockages to these.
- Keeping sink wastes and gulleys clear.
- Replacing toilet seats, chains, pulls, handles.
- Plugs and chains to sink, wash hand basin, bath.
- Door bells, latches, knobs, finger plates, chains, spy holes, handles, draft excluders, letter boxes.
- Burglar alarms, unless specifically provided by FCHO as part of an ongoing package of care.
- Individual door entry systems (communal door entry systems will be maintained and repaired by FCHO) unless specifically provided by FCHO as part of an ongoing package of care.
- Repairs to curtain battens, coat hooks and rails.
- Repairing or renewing shower curtains and rails.
- Kitchen unit door catches, handles, hinges, shelving and drawers.
- Garden paths, patios and sheds not provided by FCHO.
- Washing lines and posts (except in communal areas).
- Gate catches and latches.
- Removal of all floor covering prior to work starting and reinstatement upon completion of work (includes carpets and laminate flooring).
- Clearing rooms, lofts, cupboards etc. prior to work commencing.
- Removal/movement of satellite dishes, burglar alarms fitted by the customer etc. prior to work commencing, and reinstatement upon completion of the work.
- Internal redecoration following completion of a responsive repair.
- Maintenance and upkeep of any fixture or fitting supplied by the customer, and responsibility for removal/moving it if required to enable work to be carried out along with reinstatement upon completion of the work.