

Repairs Policy

2019 – 2022

Document control

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Updating	Repairs Policy 2016 – 2019
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Responsible Executive Director	Executive Director – Property
Author	Business Manager – Assets
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Version	4

Version	Date of review	Details of review
1	Oct 13	First version
2	Feb 16	Included reference to new chargeable repairs policy
3	March 19	To update wording to be in line with legislation and keep in line with policy review timetable
4	April 21	Change to new policy format

1. **Introduction**

Our vision is to “provide quality homes and services and work with others for the lasting benefit of our communities” through our core values of:

- Be fair, open and accountable for what we do,
- Know and value our customer and the communities they live in and work in,
- Value the importance of partnership in achieving success,
- Recognise the importance of all our employees and everyone who contributes to our success.

We believe that the quality of its Repairs and Maintenance service is of great importance. It helps us fulfil our duty as a social landlord to provide safe, secure, decent homes to our customers. It also allows us to protect the value of our core assets.

Through the effective delivery of this service we will ensure that we continue to provide sustainable communities whilst demonstrating value for money (VFM).

We will define and tailor the service through consultation with our customers setting clear, achievable standards and timescales within the resources available.

Our aim is to deliver a customer focused, high quality, “Right First Time” (RFT) and cost effective responsive repair service

2. **Scope**

The implementation and scope of the policy applies and is applicable to:

Livv Housing Group	X
Livv Homes	
Livv Maintenance	
First Ark Social Investment (Operating as Livv Investment)	
All entities	

3. **Compliance**

The policy is in place in order to support:

Regulatory Compliance	
Legislative Compliance, in particular Section 11 of the Landlord and Tenant Act 1985	X
Best Practice	

Under Section 11 of the Landlord and Tenants Act 1985, our repairs obligations are as follows:

- To keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
- To keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for

sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and

- To keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

For reference, other relevant legislation and guidance:

- Housing Act 1985, 1988, 1996, 1998 & 2004
- Defective Premises Act 1972
- Occupiers Liability Act 1957
- Common Hold and Leasehold Reform Act 2002
- Construction Act 1996
- Construction (Design and Management) Regulations 2007
- Right to Repair Regulations 1994
- Gas Safety (Installation and Use) Regulations 2007
- Leasehold Reform, Housing and Urban Development Act 1993
- Health and Safety at Work Act 1974
- Equality Act 2010
- Control of Asbestos Regulations 2006
- Environmental Protection Act 1990
- Room for Improvement: Spotlight on complaints about repairs, Housing Ombudsman Service 2019
- Homes (Fitness for Human Habitations) Act 2018
- Housing Health and Safety (England) Regulations 2005
- A Decent Home: Definition and guidance for implementation. June 2006

4. Policy Statement

Repairs and maintenance is broken down into the following categories:

Responsive Repairs

The repair of small to medium size elements to the internal and external of the dwelling due to fair wear & tear or where they pose a Health & Safety threat.

Emergency Repairs

An emergency repair is any fault which threatens harm to persons or property. When an emergency repair is reported we will aim to have a contractor at the property within 24 hours. To ensure the best use of resources we have defined the emergency jobs that will attract the 24 hour priority.

Planned Repairs

Replacement of major components such as kitchen, bathroom, window replacement including significant plastering based on the life cycle of the element.

Compliance Works

Any works outside of normal maintenance or servicing schedules that are required in order to fulfill Livv Housing Group's Landlord compliance obligations

Cyclical Maintenance

Planned cycles of work for maintaining external elements of a property (External Repairs & Painting) and servicing of mechanical and electrical equipment.

Major investment works

Major works that have been identified through strategic analysis. This would include work such as demolition, remodelling and conversion.

Accessibility

We aim to make reporting repairs as simple and accessible as possible by offering our customers the ability to report repairs through the use of:

- Free phone reporting service with one telephone number regardless of the time the repair is reported to our Customer Access Team
- In writing
- Email
- Reporting repairs at any of Livv Housing Group's local offices
- 24 hour website.
- Social media, facebook etc

We will confirm each non-emergency repair reported via a text or landline messaging service which will detail the time and date of the appointment using the contact number provided by the customer.

Repair Diagnosis

Repair diagnosis is critical to the successful implementation of our repairs service. We will seek to ensure an accurate diagnosis from the first point of contact.

Effective diagnosis is critical to ensure:

- An effective and efficient use of resources (Right first time approach)
- Demonstrable value for money
- That the expectations of our customers are managed and met

To support this, we will regularly review customer feedback to ensure that the correct diagnosis of repairs in the first instance is taking place.

Repair Appointments

We will offer our customers a wide range of appointment slots for Emergency and Routine category repairs.

Our Customer Access Team will be available on freephone 0800 561 0007 during the following times:

Monday – Friday 8.00am – 8.00pm
Saturday 9.30am – 1.00pm

Emergency repairs can be reported 24/7, 365 days a year.

We will offer our customers a range of appointment slots which will include:

- All day
- A.M. or P.M.
- Avoiding school run (9.30am – 2.30pm).
- 5.00pm – 8.00pm (by exception and appointment only)
- Saturday 8.30am – 12.30pm (by exception and appointment only)

Appointments will always be offered within the target completion period except at the express request of the customer.

Response timescales

We will offer a range of responsive repairs that will attract an individual category and target for completion, as follows:

- **Emergency** – Respond and complete within 24 hours
- **Routine** – Complete within 28 calendar Days (20 working days)

Winter periods, force majeure and “Acts of God”

In times where the service is affected by issues outside the control of Livv Housing Group, the service will revert to an emergency only response.

Customers Responsibilities and Rights

The maintenance of a home is a shared responsibility between Livv Housing Group and their customers. We have a legal duty to repair as a landlord but this can only be effectively fulfilled if our customers notify us in a timely manner when they require a repair. Appendix 1 details what elements of maintenance and upkeep fall under the responsibility of a customer.

Where Livv Housing Group is required to carry out necessary repairs which are the responsibility of the customer as identified within the Tenancy Agreement and the Local Offer, the customer will be recharged for the cost of the work and any associated administrative costs. More detail can be found in the Chargeable Repairs Policy.

Improvements

We will allow customers to improve their homes as provided for within their Tenancy Agreement, however, approval must be obtained in advance and before any works commence. Customers will need to write to Neighbourhood management team stating what works they are requesting approval for.

We will, where necessary pre-inspect the proposed works and offer advice to customer. Following completion of the works we will again inspect and if satisfied with the standard will inform the Neighbourhood Management team to place a note on the customers housing file.

In certain cases where the works may benefit ourselves directly, we may undertake to maintain the alteration/s after and subject to expiry of any relevant guarantees or warranty period.

Customers who undertake improvements without approval from Livv Housing Group will be liable for the full cost of reinstatement should the improvement need to be rectified either during or at the end of tenancies.

Customers will be responsible for all necessary Planning, Party Wall, Building Control etc. approval and associated costs.

We will honour the provisions in relation to compensation for improvements.

Vulnerable Customers

We will ensure that our service is tailored to meet the needs of vulnerable customers, this may include a swifter response period where the customer needs puts them at increased risk or discomfort as a result of any repair requirements.

All cases will be dealt with on an individual basis. Where a customer reports a repair and identifies a new vulnerability that is not recorded on the customer records, a housing officer will be requested to visit to establish what additional needs the customer has and what we need to do to deliver the repair service. From this the customer's records will be updated.

Cancellations

From time to time it will be necessary for us to cancel repair requests due to operational requirement and unforeseen circumstances. When this is necessary the customer will be contacted to re-arrange.

In addition, repair requests will be cancelled in the following circumstances which require the customer to contact us to re-appoint:

- In the event of the first no access for an emergency repair, other than gas leak, dangerous electrics or an active leak impacting another property
- In the event of the first no access for any repair with an appointment.

- Calling cards will be left advising the customer of the job status i.e. to be cancelled or action to be taken by the customer, i.e. respond within three working days.
- No response from the customer after a calling card has been left after 3 working days.
- The work has been completed.
- The work is to be completed on a planned programme of works.

Implementation

“Right First Time” (RFT) repairs service

Our customers have defined the meaning of “Right First Time” as:

A “right” repair is:

“Completion of a repair to the customer’s satisfaction at the first time of visiting a customer’s home”

“First Time” is:

“Completion of a repair without the need for a return visit to rectify because the repair was not completed correctly”

Quality Control

We believe that the quality of workmanship is of paramount importance in meeting customer expectations and the successful delivery and longevity of the service. We will undertake inspections of at least 3% of all completed repairs across all trades. Failings within service delivery will be dealt with through regular review meetings and appropriate action taken within clear timescales.

Trends within the Repairs Service

Where possible, we aim to proactively carry out tenancy checks to those customers to identify vulnerabilities, support packages, misuse etc. to ensure that both Livv and the customer are meeting their responsibilities under legislation or their tenancy agreement.

We will also use our repair trend information to identify problematic issues with materials which will enable us to change specifications to ensure greater reliability and/or an improved service.

Customer Experience

When making appointments, we aim to provide sufficient notice to the tenant and try to accommodate their preferred timing. Appointments are confirmed and reminders sent by text message or other agreed method of contact, if the resident agrees to this. If a repair needs to be rearranged, the tenant is informed as soon as a change is required.

Records of appointments, inspections, works orders and completion dates are accessible for all Livv staff via the Orchard system to make it easy to provide clear updates to tenants if they make contact about a repair.

Customer Involvement

Regular consultation will be undertaken with stakeholders using a variety of methods as identified in our Menu of Opportunity.

We will contact a percentage of customers after works have been completed and use this feedback to tailor the service.

Customer satisfaction and RFT performance will be recorded through the internal performance management system, Pentana.

Complaints

We have in place an easily accessible complaints policy for customers to follow should they be dissatisfied with our service. The complaints procedure is widely publicised on the website. Please refer to the Complaint Policy (2018-2021) for more detail.

To successfully resolve a complaint, we will aim to:

- Address all of the issues raised in the original complaint and set out any further actions with timescales.
- Where appropriate, provide redress which should include an apology and an explanation and may include compensation. Any offer of compensation will be in line with the related policy, but discretion will be used to take account of the specific circumstances of the case.
- Where complex or extensive work is required, acknowledge that there are outstanding repairs. Explain what action will be taken and provide timescales, even if these are provisional. It may be appropriate to explain whether compensation will be considered once the works have finally been completed.

We will comply with orders and recommendations received via the Housing Ombudsman Service to pay compensation.

Compensation

We will not pay compensation in the following circumstances;

- When a resident or member of their family or visitor has caused the loss or damage.
- When the contractor cannot gain access to a resident's home to carry out a repair.
- When another occupier in another property e.g. leaking washing machine, has caused the loss/damage.
- When the resident has not reported the loss or damage within a reasonable timescale as stated in common law and has not retained damaged items claimed for inspection. In cases where there has been a delay in reporting or lack of evidence for the claim, we may decide to investigate to establish the facts. This may include taking photos and contacting people.

- When service failure is the result of extreme or unforeseen conditions such as weather conditions, where we have taken all reasonable steps to restore services or facilities under the prevailing conditions.
- When a claim arises from incidents that would normally be covered by contents insurance. Tenants are advised to take out their own insurance and we provide contents insurance advice on commencement of tenancy.

Livv will pay compensation in certain scenarios where a tenant is at a loss as a result of any failing or negligence caused by the actions of ourselves. See appendix 2 for details of the compensation payment schedule.

5. Policy Outcomes

The aim of this policy is as follows:

- Set out what our customers can expect from the repairs and maintenance service we provide.
- Ensure that we fulfil our repairing obligations as a Landlord.
- Provide transparency to customers about their rights and correct processes in the event of a service failure
- Ensure that the service we provide does not discriminate against any individual or group

6. Monitoring and Review

In order to monitor the implementation of this policy, a number of key performance indicators are in place.

As part of the annual home standard return we also confirm to the Regulator for Social Housing on an annual basis that the repairs and maintenance service we provide is in line with the required standard.

In line with the Group's Policy Framework, this policy is scheduled to be reviewed every 3 years. Unless due to a change in Government legislation or regulatory requirements, then the review period will be brought forward in order to ensure compliance.

7. Roles and Responsibilities

The Policy Framework documents the approval routes for all Policies & Strategies, however under this policy the following teams/employees have the following responsibilities.

Executive Director's Team (EDT)	EDT have responsibility for final sign off of the policy
Executive Director – Property	Implementation of the policy
Livv Maintenance	Responsible for the day-to-day operational delivery

Director of Assets	Responsible for the day-to-day operational delivery
Business Manager - Assets	Operational oversight of service delivery
Business Manager – Compliance and Legal	Operational oversight of compliance service delivery
Compliance Officers	Compliance works management
Asset Manager	Responsive repair management
Investment Programme Manager	Planned maintenance management

8. Equality & Diversity

In order to comply with the Equality Act 2010, an equality analysis (EA) was completed as part of the policy review. Upon completing the EA it was found that the implementation of the policy would support and encourage the aims of the public sector duty. The equality analysis was completed and approved April 2019.

Appendix 1 – Landlord and tenant responsibilities

Type of Repair	Livv Housing Group Responsibility	Tenant Responsibility
Filling small plaster cracks		Yes
Plastering	Yes	
Replacing keys and locks when lost		Yes
Easing internal doors to fit carpets		Yes
Repairs due to wear and tear	Yes	
Repairs due to tenant neglect or damage		Yes
Repairs any defects to the fabric of the building (including plaster work) caused by water ingress	Yes	
Prevent condensation build up by adequately heating and ventilating the property'		Yes
Additional security		Yes
Clearing blocked sinks, basins, toilets or shower wastes		Yes
Plumbing in washing machines		Yes
Tap washers	Yes	
Sink and bath plugs		Yes
Shower curtain and rail		Yes
Renew and fix toilet seat		Yes
Leaks	Yes	
Hot and cold water tanks	Yes	
Bleeding radiators		Yes
Re-lighting boilers		Yes
Boiler repairs	Yes	
Radiator leak	Yes	
Gas leak within property	Yes	Yes
Gas servicing	Yes	
Gas/electric fire fitted by Livv Housing Group	Yes	
Gas/electric fire fitted by tenant		Yes
Sweeping chimneys based on who fitted the gas appliance	Yes	Yes
Replacing fuses to appliances		Yes
Replacing light bulbs		Yes
Extractor Fans	Yes	
Lighting	Yes	
Sockets	Yes	
Immersion heater	Yes	
Communal gardens and grassed areas	Yes	

Entry Phone	Yes	
Lifts	Yes	
Beams	Yes	
Chimney stacks	Yes	
Foundations	Yes	
Rainwater and soil pipes	Yes	
Timbers and joists	Yes	
Gutters, soffits and bargeboards	Yes	
Roof covering	Yes	
Brickwork	Yes	
Insect/rodent infestation to block	Yes	
Insect/rodent infestation to individual property	Yes	Yes
Concrete screeds	Yes	
Floor joists	Yes	
Floor boards	Yes	
Skirting boards	Yes	
Floor tiles	Yes	
Kitchen/bathroom vinyl	Yes	
Carpet		Yes
Laminate		Yes
Internal decorations		Yes
Decorations to and maintenance of communal areas	Yes	
Window fasteners, catches etc – not damaged by tenant	Yes	
Window frames	Yes	
Window glazing		Yes
Communal fencing, walls and gates	Yes	
Boundary fences and walls – where installed by Livv Housing Group	Yes	
Pathways – where installed by Livv Housing Group	Yes	

Appendix 2 – Payments schedule

Item	Circumstances Payable	Amount Payable	Other details
Right to compensation for Improvements	When a home improvement request has been approved prior to work being completed or retrospectively approved.	<p>Example A tenant installs a kitchen sink costing £200 Estimated life of kitchen sink is 10 years The improvement is discounted at £20 per year Compensation claimed 2 years after improvement made:</p> <p>$£200 / 10 \text{ years} = £20\text{pa};$</p> <p>$2 \text{ years} \times £20 = £40$</p> <p>$£200 \text{ cost} - £40 = £160$ compensation</p>	<p>Compensation will not be paid where the formula produces an amount less than £50.</p> <p>The maximum compensation is £3000 and any grant received towards the work is deducted from the cost of the improvement.</p>
Right to Repair	Where KHT has failed to complete a qualifying repair, following request by the tenant for it to be completed by another contractor, within a second prescribed period.	£10, plus £2 per day, to a maximum of £50.	The repair must cost less than £250