

Repairs Policy

2022 – 2025

Document control

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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
3.1	April 21	Change to new policy format
4	December 21	Updated to reflect new repairs priorities and customer consultation feedback

1. **Introduction**

Our vision is to use our resources wisely to achieve lasting, beneficial change and be an attractive organisation to work for and with.

This means really knowing and understanding both customers and communities and directing our investment to the areas and groups that need it most.

We believe that a quality repairs and maintenance service is important. It enables us to provide well maintained, decent homes that help people live happy, successful, and fulfilled lives in diverse, welcoming places where they want to stay.

Through the effective delivery of this service, we will ensure that we continue to provide sustainable communities whilst demonstrating value for money (VfM) and protecting the value of our core assets.

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 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:

- (a) To keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
- (b) 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

(c) 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:

Emergency Repairs (same day attendance) - These include repairs affecting the safety or security of the property or potentially affect the health of the customer or visitors. Examples include provision of temporary heating when required, uncontrollable water leaks, and serious electrical faults. We will attend to this type of repair on the day it is logged.

Emergency Repairs (24 hours) - If a repair is an emergency but does not require immediate attendance because it is not causing a safety or security issue or affecting the health of the customer or visitors. Examples include containable leak, loss of heating and/or hot water, issue causing full loss of bathing facilities. We will attend to these repairs within 24 hours.

Urgent Repairs (7 days) - These are repairs which are not classed as an emergency, are not causing the customer unacceptable inconvenience but further damage or inconvenience will be caused if the problem is not dealt with urgently. Examples include a minor leak to a roof, partial loss of heating, no heating in warmer months or follow up work to resolve an emergency

repair that has undergone a temporary fix. We will aim to complete all urgent repairs within 7 days.

Routine Repairs (28 days) - These are repairs which can wait without causing unacceptable inconvenience to the customer and might include such repairs as a leaking gutter or damaged kitchen unit. We will aim to complete all routine repairs within 28 days.

Planned Works - 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 our 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
- 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 (RFT approach)
- Demonstrable VfM
- 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, urgent and routine category repairs.

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

Monday to 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
- Am or pm
- 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 unless there is an express request from the customer for a later date.

Response timescales

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

- **Emergency (same day)** – Respond and complete on the same day the repair is logged and as soon as possible outside of normal working hours.
- **Emergency (24 hours)** – Complete within 24 hours of repair being logged.
- **Urgent (7 days)** – Complete within 7 calendar days (5 working days)
- **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 of our control, the service will revert to an emergency only response.

Customers Responsibilities and Rights

The maintenance of a home is a shared responsibility between us and our 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 A details what elements of maintenance and upkeep fall under the responsibility of a customer.

Where we are 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 2022-25.

Improvements

Customers are able to improve their home as per our Tenancy Agreement, however, approval must be obtained in advance and before any works commence. Customers will need to write to the Asset Responsive team to let us know what works they are requesting approval for.

We will, where necessary, pre-inspect the proposed works and offer advice to customers. When work is complete, we will inspect to confirm everything is to the agreed standard. We will then store a record of the survey in Orchard to confirm this for the customer.

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

Customers who undertake improvements without approval from us will be liable for the full cost of reinstatement should the improvement need to be rectified.

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

We will honour the provisions in relation to compensation for improvements as detailed in Repairs Policy 2022-25, Appendix B.

Vulnerable Customers

We will ensure that our service is tailored to meet the needs of vulnerable customers. This may include a quicker response period where a customer's 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 we were not aware of, a

housing advisor will visit to establish what additional needs the customer has and what we need to do to differently to provide the required level of service.

Cancellations

From time to time, it will be necessary for us to cancel repair requests due to unforeseen circumstances. When this is necessary the customer will be contacted to re-arrange a new appointment.

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 ie to be cancelled or action to be taken by the customer, ie 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 program.

Implementation

RFT definition

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 crucial to meet customer expectations and to successfully deliver a repairs service. We will undertake inspections of a minimum of 1% of all responsive repairs completed. Failings within service delivery will be dealt with through regular review meetings and appropriate action taken within clear timescales.

Trends within the Repairs Service

We will use business intelligence tools to identify trends in repairs spend and volumes to ensure that the service can continuously meet customer expectations and demand.

Customer Experience

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

Records of appointments, inspections, works orders and completion dates are accessible for all our staff to make it easy to provide clear updates to customers 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 Customer Engagement Plan.

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 internal performance management systems.

Complaints

We have in place an easily accessible complaints policy for customers to follow if they are unhappy with our service. The complaints procedure is widely publicised and can be found on our website.

To successfully resolve a complaint, we will aim to:

- Investigate all issues raised in a complaint and address all of them directly, setting out any further actions with timescales.
- Apologise if we are at fault, explain what went wrong and we may offer 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 and explain what action will be taken and provide timescales.

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

Compensation

We will not pay compensation in the following circumstances:

- When a customer or member of their family or visitor has caused the loss or damage.
- When the contractor cannot gain access to a customer's home to carry out a repair.
- When another occupier in another property has caused the loss/damage eg a leaking appliance.
- When a customer has not reported the loss or damage within a reasonable timescale. 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. Customers 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 customer is at a loss because of any failing or negligence caused by the actions of ourselves. See Appendix B 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

To monitor the implementation of this policy, several key performance indicators are in place.

As part of the annual Home Standard self-assessment, we also confirm to the Regulator of 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. If there is a change in Government legislation or

regulatory requirements, then the review period will be brought forward 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.

Board Committee	Customer Services Committee (CSC) have responsibility for final sign off
Executive Director's Team (EDT)	EDT approval prior to CSC
Director of Assets	Operational implementation of policy
Head of Assets	Operational oversight of service delivery
Head of Compliance	Operational oversight of compliance service delivery
Compliance Officers	Compliance works management
Asset Manager	Responsive repair management
Investment Manager	Planned maintenance management

8. Equality & Diversity

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 in January 2022.

Appendix A – A Guide to Repair Responsibilities

Introduction

We believe that a quality repairs and maintenance service is of great importance. It enables us to provide well maintained, decent homes that help people live happy, successful and fulfilled lives in diverse, welcoming places where they want to stay.

While we keep your home safe, secure and decent, the maintenance of a home is a shared responsibility. This guide provides a guide to 'who does what' from a maintenance perspective. Please note that this is not an exhaustive list and there may be tenancy specific exceptions.

To keep this guide clear and easy to use, we have split the repairs into categories:

- Bathrooms and kitchens
- Internal jobs
- External jobs
- Communal areas

Each category details a breakdown of different items that are covered by us or covered by you.

Bathrooms and Kitchens

Our responsibility

- Sinks, baths, showers, toilets and taps.
- Worktops, kitchen units and kick boards.
- Wall tiles and any other splashback wall covering we have fitted
- Waste outlets for washing machines and dishwashers.
- Extractor fans.

Your responsibility

- Sink and bath plugs and chains.
- Showerheads and shower curtains.
- Bathroom cabinets and mirrors.
- Toilet roll holders.
- Fittings and taps installed by you.
- Appliances you own, eg washing machines and dishwashers.

Plumbing

Our responsibility

- Taps fitted by us.
- Water mains, pipes and waste pipes.
- Immersion heaters, if the property is electric heated.
- Waste outlets for washing machines and dishwashers.

- Cold water storage tanks.
- External drains and septic tanks.

Your responsibility

- Washing machine hoses.
- Minor blockages to sinks, baths and toilets.

Dealing with blockages

- Try to clear the blockage using a plunger or drain cleaning products.
- Speak to your neighbours to see if they have the same problem.
- Contact your water supplier if there is an overflowing manhole outside – a shared drain could be blocked.

If you've followed these steps, but haven't been able to clear the blockage, you should contact us to request a repair. However, you may be charged if you caused the blockage.

Internal Jobs

Interiors and Decoration

Our responsibility

- Walls, ceilings and plaster.
- Internal doors, frames, thresholds, architraves and stops.
- Slip resistant flooring to kitchens and bathrooms.
- Floorboards, floor joints and skirting boards.
- Stairs and handrails.
- External door locks and bolts.
- Built-in cupboards.
- Fixing damage caused by our repairs.

Your responsibility

- Decorating and your own decorative finishes or furnishings.
- Damage to walls and doors caused by you or visitors to your home.
- Minor defects or imperfections in plaster.
- Locks, letterboxes and door furniture fitted by you.
- Floor coverings fitted by you.

Electrics

Our responsibility

- Storage heaters, convector heaters and electric fires.
- Smoke and carbon monoxide detectors.
- Individual door-entry and warden call systems.
- Electrical testing.
- Light fittings.

Your responsibility

- Your own electric appliances, fires and heaters.
- Installing new intruder alarms.
- Light bulbs.

Gas Heating Systems

Our responsibility

- Servicing and maintaining boilers and heating systems
- Replacing any part of a gas heating system that is no longer functioning as it should

Your responsibility

- Bleeding radiators
- Correct use of heating controls
- Reporting any suspected gas leaks to Cadent urgently on **0800 111 999**

Condensation and Mould

Our responsibility

- Conducting surveys and providing advice and support on how best to tackle mould growth.
- Cleaning affected areas with fungicidal wash.
- Clearing blocked air vents.
- Cleaning or replacing filters and duct systems in ventilation.
- Installing extractor fans as needed.
- Monitoring mould growth and damp to help tackle the issue.

Your responsibility

- Preventing and dealing with condensation and mould and making use of any guidance we provide.

Pest Control and Specialist Surveys

Our responsibility

- Removing pests from communal areas.
- Sealing openings that allow pests into your home and removing pests following the work.
- Structural surveys if you've reported cracking or structural problems.
- Damp and disrepair surveys.
- Woodworm, dry rot and wet rot treatment.
- Removing or containing asbestos identified by an asbestos survey.
- Identifying and removing Japanese Knotweed.

Your responsibility

- Removing pests from your home once we have identified and sealed any potential points of entry.
- Preventing infestations in your home.

External Jobs

Roofs

Our responsibility

- Keeping the roof watertight.
- Chimney breasts, stacks and flues.
- Gutters, downpipes and gulleys.
- Loft hatches.
- Replacing insulation where we removed it to do work.

Your responsibility

- TV aerials and satellite dishes (non-communal)

Windows, doors and outside walls

Our responsibility

- Keeping windows, doors and walls watertight.
- Misted double glazing.
- Installing window locks for health and safety reasons.
- Patio and balcony doors.
- Conservatories and lean-tos made by us.
- Ironmongery, catches, hinges and stays.

Your responsibility

- Glazing if you've damaged it.
- Conservatories and lean-tos made by you.

Outside area and buildings

Our responsibility

- Boundary walls and fencing.
- Drives and paths from the boundary access to the front and rear doors.
- Retaining walls.
- Garages and permanent outbuildings (including removal when they are beyond economic repair)
- If we repair fences, we may replace wooden fences with wire and post fences.

Your responsibility

- Garden maintenance.
- Dividing fences.

- Fence upgrades, and new fences or gates where not present before.
- Sheds and structures put up by you.
- Paths, drives and patios made by you.
- Non-access concrete and paved areas or perimeter paths.

Communal Areas

Our responsibility

- Internal communal areas.
- Doors and door-entry systems.
- Letterboxes, cupboards, rubbish chutes and bin stores.
- Access routes to communal roofs.
- Drying areas and equipment.
- Parking areas, paved areas and pedestrian bollards.
- Communal boundary walls and fencing.

We're also responsible for the following in communal areas:

- Gas appliances, boilers and cylinders.
- Immersion heaters, if the property is gas or oil heated.
- Radiators and thermostatic radiator valves.
- Timers and thermostats.
- Pipework for the primary heating or hot water system.
- Equipment covered under service contracts.
- Lateral mains and high-voltage installations.
- Intruder alarms, communal alarms and CCTV.
- Street lighting within the curtilage of the block, if covered by a service contract.
- Fire equipment, fire alarms, sprinklers, dry risers and emergency lighting.
- Barriers.
- Generators.
- Lightning protection.
- Play areas.
- Fall arrest systems.
- Pump stations or sewage treatment plants.
- Specialist ventilation systems.
- Remedial works following legionella testing.
- Photovoltaic panels, if covered by a service contract.
- Stairlifts and hoists.
- Medical equipment.
- Booster pumps.
- Laundry equipment.
- Asbestos surveys.

Please note that this list is a detailed guide, but the list may not include everything.

If you would like to discuss repairs responsibilities with us, then please get in touch via one of the contact methods detailed on <https://livvhousinggroup.com/> or on 0151 290 7000.

Appendix B – Payment 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.	Example A customer 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: $\text{£}200 / 10 \text{ years} = \text{£}20\text{pa};$ $2 \text{ years} \times \text{£}20 = \text{£}40$ $\text{£}200 \text{ cost} - \text{£}40 = \text{£}160$ compensation	Compensation will not be paid where the formula produces an amount less than £50. The maximum compensation is £3000 and any grant received towards the work is deducted from the cost of the improvement.
Right to Repair	Where Livv has failed to complete a qualifying repair, following request by the customer 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