

# Repairs Policy

## (2022-2025)

### Document control

<b>Policy approval</b>	Executive Director of Property, March 2023
<b>Updating</b>	Repairs Policy 2022-2025 v.4
<b>New review date</b>	April 2024
<b>Responsible Executive Director</b>	Executive Director of Property
<b>Author</b>	Director of Assets
<b>Equality analysis completed</b>	January 2022
<b>Circulation</b>	Intranet & Livv Housing Group website
<b>Version</b>	4.1

<b>Version</b>	<b>Date of review</b>	<b>Details of review</b>
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 following customer consultation feedback
4.1	March 2023	Updated to provide clarification of repair times and the application of compensation payments at appendix B

## 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 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.

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

## 3. Compliance

The policy is in place in order to support:

Regulatory Compliance as outlined below	X
Legislative Compliance as outlined below	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 might include a minor leak to the roof, or partial loss of heating or 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, however, where we need to undertake multiple visits we will aim to complete the repair within 28 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, however, where we need to undertake multiple visits we will aim to complete the repair within 56 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 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
- 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.

#### 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 A details what elements of maintenance and upkeep that 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, 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 the Assets team stating what works they are requesting approval for.

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

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 at the end of the tenancy.

## 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 advisor 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 may 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 and we cannot contact the customer to arrange a new date
- In the event of no access for any repair with an appointment where we cannot contact the customer to arrange a new date.
- The work is to be completed on a planned programme of works.

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

Customer satisfaction will be recorded through our internal performance management system.

## 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 published on our website.

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 our 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. 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 as a result 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**

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 Property	Executive Director Property has the responsibility for final sign off of the policy
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**

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 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.

## Appendix B - Payments schedule

Item	Circumstances Payable	Amount Payable	Other details
<b>Right to compensation for Improvements at the end of a tenancy</b>	When a home improvement request has been approved prior to work being completed or retrospectively approved.	<b>Example</b> 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 at the end of the tenancy:  $\text{£}200 / 10 \text{ years} = \text{£}20\text{pa};$  $2 \text{ years} \times \text{£}20 = \text{£}40$  $\text{£}200 \text{ cost} - \text{£}40 = \text{£}160$ 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.
<b>Right to Repair</b>	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