
Responsive Repairs Policy -DRAFT

Department: Property Maintenance

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1	First draft	Vanessa Reilly	0.1	April 2022

Related Documents

The policy is supported by the following documents:

Residents Repairs Handbook

Legislative and Regulatory Framework

This policy is written in the context of the legal and regulatory requirements OHL is required to work within.

The main legislation is as follows:

- Landlord and Tenant Act 1985: this Act imposes on landlords an obligation to carry out basic repairs, covering the structure and exterior of the property and installations for the supply of water, gas and electricity, and for sanitation and space heating and heating water. There is also an implied covenant to maintain the property in good order.
- Defective Premises Act 1972: Section 4 of this Act places a duty on landlords to take reasonable care to ensure that anyone who might be expected to be affected by defects in a property is reasonably safe from injury or damage to their property.
- Environmental Protection Act 1990: this Act makes provision for the control of premises which are considered to be prejudicial to health or a nuisance. This legislation means Origin Housing may become liable for damages and compensation to residents and their families who suffer as a result of failure to maintain properties so as not to be prejudicial to health or a nuisance.
- Fitness for Human Habitation Act 2018: in England, the act implies to any tenancy agreement a covenant by the landlord that the dwelling is fit for human habitation at the time the lease is granted or otherwise created and will remain fit for human habitation during the term of the lease.

We comply with provisions in other legislation, including:

- Localism Act 2011
- Equalities Act 2010
- Commonhold and Leasehold Reform Act 2002
- Housing Grants, Construction and Regeneration Act 1996
- Party Wall Act 1996
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Acts 1985, 1988 and 2004
- Building Regulations Act 1984

- Health and Safety at Work etc. Act 1974, Sections 2, 3 and 4
- Occupiers Liability Acts of 1957 and 1984.

We comply with relevant statutory regulations covering construction, asbestos, water hygiene, electrics, gas safety and health and safety more generally. The Housing Health and Safety Rating System, introduced under the Housing Act 2004, is an important part of the regulatory framework governing our responsive repairs service.

We make sure that our homes comply with the Decent Homes Standard (as a minimum). This Standard was introduced by the Government in 2000 and updated following the Housing Act 2004. To meet the standard, homes must have modern facilities, be in a reasonable state of repair and be warm and weatherproof. We will therefore seek to replace and/or improve components and/or services to ensure properties continue to meet the Decent Homes Standard when we undertake responsive repairs on them. The standard does not apply to leasehold and shared ownership properties.

We comply with the Regulator of Social Housing's Home Standard as set out in the Regulatory Framework for Social Housing in England from April 2012.

Appendices

Appendix A Origin Housing Repair Responsibilities

Appendix B Tenant Repair Responsibilities

1. Policy Statement

We aim to maintain and improve our homes to a high standard, and to develop high quality housing. The repairs service is one of our most important functions and we are committed to providing a high-quality service that takes into account our residents needs, our resources, statutory obligations and external affecting factors. The responsive repairs service complements our programmes of planned and cyclical maintenance to ensure our stock is well maintained, up to date and meets the needs of our residents.

The objectives of this policy are to:

- provide a seamless, high quality and customer focused repairs service where repairs are completed right first time
- Comply with all relevant legislative and regulatory requirements and meet our contractual obligations.
- Provide a service that delivers value for money
- Ensure residents are aware of their responsibilities for minor repairs and contractual obligations.
- Provide services which are easily accessible at a time and in a way to suit our residents and which deliver high standards of resident care.
- Work in partnership with our residents and contractors to continuously drive service improvements.

2. Scope of the Policy

This policy sets out our approach to the delivery of responsive repairs services to Origin Housing Limited (OHL) residents.

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The principles of this policy apply to all Residents, regardless of tenancy type. However, the full provisions of this policy only apply to Residents living in social, intermediate, and affordable rented homes with assured, assured short hold tenancies and licences. The full scope of this policy does not apply to leaseholders and other Residents whose management services are provided by Origin, but Origin does not own the property and does not have a repairs obligation under the management agreement. For clarity:

- We will not carry out repairs for leaseholders where the terms of the lease state that such repairs are the responsibility of the leaseholder. Unless in exceptional circumstances approval is sought by the Head of Property/Head of Housing /Head of Care and Support, to carry out specific works.
- We will not carry out repairs to homes owned by other landlords, managed by Origin, where the lease or management agreement explicitly states this is the landlord's

responsibility. We will, if necessary, liaise with those landlords to ensure the aims of this policy are delivered.

In cases where we manage and own the properties but have a superior landlord, that landlord may be responsible for some or all of the repairing obligations.

3. Repair Categories /Definitions

Routine Repairs: non urgent work where the repair does not cause immediate inconvenience or pose any danger to occupants or the public. Work to rectify or prevent damage to and ensure the proper working order of the property and its fixtures.

Emergency Repair: Where there is an immediate danger to a person's safety, major damage to the property, flooding, major electrical fault, heating failure (During October to March only) or hot water failure, or the property is not secure. A repair can also be considered an emergency when major damage has not yet occurred but has the potential to do so.

4. Origin's Policy

4.1 Resident and landlord responsibilities

OHL tenancy and leasehold agreements set out the contractual responsibilities for OHL residents. Reference should be made to individual tenancy and leasehold agreements as these set out the specific contractual responsibilities for both parties. In some cases, there may be contractual clauses that differ across different tenures that stipulate who is responsible for carrying out a repair.

Some properties may also have a managing agent who is responsible for part or all repairs and this should be flagged on the Housing Management system within Origin.

In all cases, terms set out in individual tenancy and leasehold agreements take precedent over the statements in this policy.

Appendix A details the respective repair responsibilities of OHL for residents living in general needs, intermediate and market rent homes with assured tenancies, secure tenancies, assured short hold tenancies or licenses. This should be considered as the OHL minimum standard for landlord responsibilities.

Appendix B details the resident responsibilities for repairs.

Home Ownership

Leaseholders will have a different set of responsibilities for properties they occupy. These can be found in the terms of their individual lease.

4.2 Our Approach to Repairs

A repair is work that is carried out to put right damage, defects or significant deterioration. We will normally only replace or refurbish parts if a repair cannot be completed due to its condition or obsolescence. We are not responsible for repairs that need to be carried out by damage or neglect caused by a tenant, a member of the household or a visitor, including pets.

Our aim is to provide our residents with easy access to our services through different routes to meet their needs and at a time and place to suit them.

Reporting Repairs

As part of our service offering, residents are able to report repairs in a variety of ways including:

- **By phone**
- **Chatbot**
- **Email**
- **In person.**
- **WhatsApp**

During normal office hours all repairs can be reported via telephone by calling Origin Housing. Routine repairs can also be reported at any time through online methods. Emergency repairs must be reported to us by phone through to our Repairs Line. We will be unable to guarantee emergencies will be attended to within the set timescales, if residents report these in writing or by email/web form as opposed to calling us directly.

We operate an 'out of hours' emergency service every day of the year. Out of hours emergency repairs must be reported by phone via our main contact number. Our service provider will raise the repairs to our Out of Hours emergency contractors. Emergency cover is also provided for heating, drainage and lifts problems.

We provide a 7 day a week, 365 days a year out of hours repairs duty rota service. This means an Origin officer is on call and can be contacted by the out of hours emergency contractor when an emergency needs to be escalated such as a major power failure outage to a block or a fire.

Residents can also report a repair in person to any member of staff. This member of staff will then make sure it is properly reported as soon as practicably possible.

We encourage all residents to report repairs as soon as possible. This allows us to prevent further damage, reduce costs and maximise resident satisfaction.

Where staff have reason to believe there are concerns for a resident's wellbeing in relation to a repair call, we take appropriate action in accordance with the relevant policies, such as safeguarding and domestic abuse policies.

Repair Appointments

All repairs, except communal repairs, are made by appointment with the resident. We aim to minimise the time between a request for a repair and its completion.

All appointment times for routine repairs will be confirmed with the resident prior to the appointment taking place. The appointment will be at a time and date convenient to the resident and the arrival times will be no less specific than the following:

Morning:	Between	08:00-13:00
Afternoon:	Between	12:00-17:00

In some circumstances it may be possible for our contractors or operatives to offer a narrower window of arrival and on occasion a Saturday appointment or early evening.

Residents will be informed about progress with their repairs through an agreed channel convenient to them including telephone, text messaging and email.

If we are unable to keep to an appointment the resident will be advised as soon as possible, and an alternative date agreed.

We expect residents to provide us with access to carry out a repair at the appointed time. If the appointment cannot be kept, residents are asked to inform us at the earliest opportunity. For a routine repair, in the first instance if there is no access and no contact from the resident, and after all methods of contact have been exhausted, the job order will be closed. If the repair is an emergency and access cannot be gained via the tenant, then a forced access will be considered in line with our No Access process. This will be as a last resort after exhausting all methods for contact.

In cases where a repair can be more cost effectively carried out as part of a programme of planned or cyclical works, we will consider this option and inform residents accordingly. It will then be referred to the appropriate team.

Timescales

Timeframes for completing different types of repairs are set annually by our Customer Services Committee and published on our website.

Inspection Visits

Some jobs, including communal repairs, may require an inspection visit before the repair is arranged. These inspections can be carried out by a surveyor or contractor. Reasons for these inspections include:

- Where investigations to identify the problem are required
- Where previous repairs have not resolved the problem

- Where there are boundary or ownership issues
- Where precise measurements need to be taken in order to progress the repair.

We will inform residents when this is necessary and advise of any actions from the inspection.

Supported housing and vulnerable residents

We recognise that the needs of residents living in our retirement or supported housing schemes are different and that we also have vulnerable residents living in our general needs housing. At our discretion we may tailor the repairs service offer to these households when appropriate. We can also support residents with mobility or health needs access funding for adaptations to their home to make it easier for residents to live there.

Communal repairs

Communal repairs are carried out to entrances, halls, lifts, stairways, passageways, rubbish chutes, lighting, door entry systems and other parts provided for common use. They may also be carried out on fencing and to other external structures which are the responsibility of Origin as the landlord.

Some communal repairs in the same group of properties might be collated to be completed together (i.e., 'batched'). In such cases they would not be completed within the usual target. We will inform residents when we do this and the revised timescale for completion.

We will let the resident reporting the communal repair know the timeframe for completing the repair. We will communicate with all residents in the block on any delays to completing communal repairs and undertake surveys to check on resident satisfaction with the service.

Emergency Access

When we require emergency access to a property and are unable to contact a resident, we will follow our No Access process. This may be in order to carry out essential emergency repairs, to remedy a serious health and safety risk, or where there is reason to believe the resident is incapacitated or has died in the property.

Resident considerations

OHL staff are required to follow this policy when assessing all requests for repairs to be completed. However, where it has been identified that a resident has a need that directly impacts on their ability to carry out a repair themselves, or if there are circumstances, conditions or risks that would require a quicker response, we will assess the case on its merits, and may agree to carry out the repair on their behalf or as an emergency. OHL reserves the right to recharge tenants for the costs of these discretionary repairs.

OHL will also provide relevant additional information regarding the resident to repair operatives prior to them attending; this is to ensure both the safety of the operatives and to make them aware of any special circumstances the resident may have.

All resident information within this context will be reviewed periodically, in line with the relevant procedures.

4.3 Service quality

All staff delivering our repairs service whether employed or not by OHL will be identified as either direct staff or working on behalf of OHG and are expected to work in accordance with this policy. All our repairs staff will demonstrate strong resident care skills.

We invite residents to contact us where they feel service standards have not been met. If the resident wishes to raise a complaint this will be dealt with in line with the Complaints Policy and Procedure and any lessons learnt fed back to the business for review.

Post-inspections

We aim to carry out the following proportions of post-inspections:

- 5% of repairs completed by our repairs contractor.
- 100% of all repairs relating to new components, such as Kitchens and Bathrooms.

These inspections will be a combination of desktop reviews and on-site inspections.

Completing repairs on the first visit

We aim to complete repairs on the first visit and will monitor our performance against this measure. Sometimes, during a repair, additional works might be required. We have procedures in place to ensure the repair is completed within our target timescales and to the satisfaction of the resident. If a further appointment is required, this will be confirmed with the resident before the repair operative leaves site. In cases where this is not possible

residents will be notified within 48 hours of when the work will be completed. This may be due to ordering specialist parts or requiring a secondary contractor to attend.

Resident and staff behaviour

OHL operates a code of conduct for our own staff and external contractors who carry out repairs on our behalf. In addition, we take seriously any action by residents who harass or threaten to harass or use violence towards OHL staff, agents or contractors. We always take action to protect our staff where such circumstances arise. In extreme circumstances this may involve police action.

We also take any reports of staff or contractor misconduct seriously and will investigate any allegations of this nature.

4.4 Insurance

We are responsible for insuring the properties which we own. Any works that OHL is obliged to carry out as the landlord may be covered by the building's insurance.

Residents are responsible for insuring their own contents by way of a contents insurance policy. OHL will not be responsible for personal items damaged due to a repair being required.

4.5 New build properties

Most works carried out as part of new build or improvement contracts are covered by a defects liability period (DLP). This starts from the date of practical completion for the building or block (and not from the date of occupation of the property).

The defects liability period can vary but is usually:

- 6 to 12 months for any defect (including electrical and mechanical works)
- 24 months can be procured on some contracts

Residents should report repairs for new or improved properties in the same way for any other repair. These repairs are passed to the relevant department who will liaise with the resident.

Private Sale and Shared Ownership Leaseholders should report defects to OHL in the first instance but can also claim via warranties offered by NHBC/Premier (or similar)

Building Warranties cover standard defects for the first 2 years and major (usually structural) defects for the remainder of the policy. A standard warranty lasts 10 years and OHL aim to procure an extra 2 years cover on most new developments (where possible – noting some warranty providers only offer 10-year cover).

Some defects, such as design, product failure or workmanship faults happen after the liability period. Where we can demonstrate that it is a latent defect, the original contractor may be liable to carry out remedial works or exercise warranties offered by the NHBC (National House Building Council) to carry out works for some elements. In this instance we will ensure

that the impact on the resident is as minimal as possible whilst we are establishing liability and seeking recovery from the relevant party.

For leasehold properties, responsibility for gathering evidence around latent defects inside the property lies with the leaseholder.

4.6 Managing Agents

For properties for which the responsibility to carry out the repair does not lie with either the resident nor OHL, staff will pass on the details of said repair to the relevant party and liaise to ensure its satisfactory completion.

5. Equality and Diversity

We are committed to eliminating all forms of discrimination against Residents. We will design and deliver our repairs service to remove barriers and meet the individual requirements of Residents, for instance those who are vulnerable or disabled.

We will ensure that this policy is applied fairly and consistently. We will not directly or indirectly discriminate against any person or group of people in line with our Equality and Diversity Policy. This policy can be translated or provided in alternative formats such as Braille, large print, audio, or Easy Read upon request.

6. Value for Money

We aim to deliver an efficient and effective business, demonstrating value for money to our residents with a high standard of service delivery provided at reasonable cost. We have a range of mechanisms in place to demonstrate and improve our service delivery, including benchmarking cost and performance data; market testing of the responsive repairs service against other housing associations and external providers; and undertaking internal business reviews.

7. Resident Involvement & Monitoring

Feedback from residents on the quality of the service received is important to us to help in the continuous improvement of this service.

We are committed to working in partnership with our residents to achieve improvements in service delivery and performance. We will do this by tracking and analysing the performance of the repairs service and contractors who deliver it and by working with residents through a range of involvement initiatives including repairs satisfaction surveys, repairs and maintenance forums and resident engagement groups to identify areas for improvement and monitor the delivery of action plans.

We will consult residents and external stakeholders on any revisions to this policy.

8. Communication of Policy

The Responsive Repairs Policy and all related documents are stored in the corporate policies and procedure folder on the O-net and are available to all staff. New staff should be given the policy and procedures and their responsibilities in respect of delivering repairs to Origin Housing residents.

9. Review

This policy will be reviewed formally every three years unless changes in legislation or regulations require an earlier review.

Appendix A – Origin Housing Repair Responsibilities

The following is a list of items that Origin Housing is responsible for repairing in rented homes:

- The structure of your home including the roof, outside walls, doors, windows and windowsills.
- Gutters, down pipes and drains.
- Boundary fences and walls (bordering open space or walkways), and steps used to access and exit the property.
- Existing central heating, water heaters and fires (where provided by us).
- Electrical repairs (not including provision for providing sockets for additional electrical appliances).
- Repairs to the gas installations such as boiler and pipework (not including appliances).
- Inside walls, floors and ceilings.
- External doors, letter boxes (when installed by us) skirting boards, window catches, sash cords and window frames.
- Chimney stacks and flues.
- Banisters.
- Kitchen units, wall tiling, air vents and extractor fans.
- Showers (where provided by us), sinks, toilets and baths.
- Pest control in communal areas.
- Bathroom flooring and wall tiles.
- Persistent issues with drainage/removal of wastewater effecting a communal drainage system or property.
- Removing severe mould stains from walls and ceilings.

We recognise that we have obligations under the Fitness for Human Habitation Act 2018 and Housing Act 2004 and the Environmental Protection Act 1990 to deal with certain cases of condensation and damp, these will be addressed following completion of a surveyor's inspection or receipt of an experts report.

Appendix B – Tenant Repair Responsibilities

The following is a list of items that the tenant is responsible for repairing (This list is not exhaustive and may include):

- Internal decorations (minor patch repairs may be undertaken after a leak).
- Repairs to small cracks in plaster or woodwork.
- Repairs to furniture, appliances, or floor coverings (e.g. carpets, lino, tiles, wooden floors) Origin will replace floor coverings in Kitchens and Bathrooms only.
- Replacing light bulbs, fluorescent tubes, starters or fuses.
- Replacing smoke alarm batteries.
- Replacing toilet seats, shower heads, hoses and plugs for sinks and baths.
- Installing additional locks or other security features or replacing keys and changing locks if you are locked out. In an emergency or where your home is not secure, we may carry out these works and recharge the costs to you.
- Garden or basement clearance and cleaning (except where covered by a service charge).
- Dividing fences.
- Repairs to any items that have been damaged by you or your guests except where these pose a risk to health and safety. We may charge you for these repairs.
- Repairs to any appliances, fixtures and fittings you've installed yourself (e.g. gas cooker, carpets, furniture etc).
- Garden sheds.
- Shower curtains.
- Internal doors and handles.
- Sink/toilet blockages in the first instance the resident should attempt to unblock these with drain un-blocker/plunger where appropriate. *
- Security locks, where you have lost your keys.
- Unblocking waste pipes within your property.
- Unblocking toilets. *

**We will be able to unblock toilets if requested, as a rechargeable repair to the resident.*

In some circumstances we may undertake repairs which would be a resident responsibility at our discretion without recharging for residents living in care and support schemes or vulnerable residents in general needs housing.

Repair responsibilities of leaseholders and homeowners

Usually, leaseholders and shared owners are responsible for all internal repairs to their home at their own expense. This includes items such as the glass in the windows and the window handles and locks.

Residents living in a leasehold flat or apartment are responsible for all repairs to the inside of the property.

This includes repairs to:
Central heating, water heaters and fitted fires

Sockets switches and light fittings
Baths, sinks, toilets and cisterns
Drains and waste pipes.

We or another managing agent are responsible for:

Communal doors and entrances, halls, lifts and other communal areas

External repairs and painting of the exterior of the flat or apartment block and any communal areas on a set cycle

The cost for the works we or the managing agent will incur in maintaining these common parts will be recovered from leaseholder and shared owners through the service charge.

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