

## Repairs & Maintenance Policy

<b>Purpose</b>	The purpose of this policy is to ensure that Eastlight Community Homes meets its statutory, and contractual obligations to our customers in respect of repairs and maintenance.
<b>Owner</b>	Daniel Miller – Head of Repairs and Maintenance
<b>Related documents</b>	Leasehold Management Policy Complaints Policy Tenancy Agreement
<b>Approved by</b>	Executive Director for Operations  Community Gateway Group
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## **1. POLICY STATEMENT**

Eastlight Community Homes believes that its repairs and maintenance service is of high quality, achieving high standards that are good value for money. This will contribute to resident satisfaction and protect the condition and integrity of the housing stock. This document details our commitment to deliver responsive repairs, planned works and cyclical maintenance in line with legislation and the terms and conditions of the Tenancy Agreement.

## **2. SCOPE**

This repairs and maintenance policy covers all aspects of repair works to our homes, including maintenance, our home MOT service and details out our improvement works policy.

## **3. PRINCIPLES**

As a Community Gateway Association, with our customers and Leaseholders at the very heart of everything we do, Eastlight Community Homes aims to improve, maintain and repair all homes in line with the Eastlight' standard and our Asset Plan.

## **4. AIMS AND OUTCOMES**

The objectives of this policy are to outline and confirm the responsibility of Eastlight Community Homes and its obligation to repair, along with the responsibilities of its customers.

## **5. DEFINITIONS**

5.1 Responsive Repairs: repair or replacement of faulty or broken facilities at the customers' request where the liability rests with Eastlight Community Homes.

5.2 Cyclical Maintenance: preventative repairs to prolong the life and integrity of the stock, taking into account element lifetime cycles.

5.3 Our Standard: this standard is an improved version of the Government's 'Decent Homes' Standard, which states that a home should be reasonably warm, weatherproof and in a reasonable state of repair.

5.4 Annual Maintenance: Includes servicing of domestic gas systems, commercial gas systems, domestic oil systems, solid fuel heating systems, lifts, door entry systems, fire and smoke alarms, emergency lighting and Legionella monitoring.

5.5 Rechargeable Repairs: repairs that are the result of damage or negligence to the property and/or its fixtures and fittings internally or externally by a resident. This also includes damage by a member of the residents' household or an invited visitor to the property and/or communal areas.

5.5.1 Rechargeable Works: those that are not undertaken as a repair but will be undertaken by

Eastlight to ensure that the property is maintained and/or returned to its original state when let.

5.6 Planned Improvements: this includes replacements of kitchens, bathrooms, re-wires etc. These will be undertaken according to the lifecycle set out in the 'Eastlight Standard' and implemented as per the details within this policy.

5.7 Handyperson Service: this is intended to improve the quality of life of less able customers by completing small jobs around their home for a small cost.

5.8 This policy applies to all Eastlight Community Homes' tenancies, except for mutual exchanges, for which certain restrictions may apply. Where a resident has moved through a mutual exchange the following restrictions will apply:

- The property is taken as seen and all responsibilities of the outgoing resident will be passed to the incoming resident.
- Repairs and maintenance responsibility of items installed by the outgoing resident will be passed to the incoming resident.

Any alterations carried out by the outgoing resident that do not conform to our standards will be treated as Rechargeable Works as outlined in section 11 of this policy.

## **6. STATUTORY AND REGULATORY REQUIREMENTS**

- Landlord and Tenant Act 1985
- The Housing Act 1985
- The Housing Corporation Regulatory Circular 33/94
- Statutory Instruments 133/94 and 613/94
- Right to Buy
- Common-hold and Leasehold Reform Act 2002
- Right to Repair
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Housing, Health and Safety Rating System – Housing Act 2004.
- Homes (Fitness for Human Habitation) Act 2018 – insofar as the provisions of the Act apply to any given tenancy according to the transitional arrangements for implementation of the provisions.

## **7. EQUALITY AND DIVERSITY**

An equality impact assessment was carried out for this policy and it identified positive impacts for the following protected characteristics:

- Disability - There will be some scenarios where people need a faster response, for example, due to their disability. The Customer Service Centre will have discretion to escalate some repairs based on an assessment at the time of booking the repair, considering the person's individual needs and the nature of the repair.
- Pregnancy and Maternity - As explained above, in exceptional circumstances this will be considered depending on the nature of the repair/job requested.

## **8. REVIEW**

The frequency for review of this policy is 3 years.

## **9. DATE OF POLICY**

29 March 2021

## **10. Attending a Repair**

10.1 The delivery of a customer focused, effective and efficient responsive repairs service will be achieved by adhering to published customer service standards, agreed by residents. These include but are not limited to:

10.2

<b>Category</b>	<b>Timescale</b>	<b>Definition</b>
Emergency	24 hours	Where there is a serious risk to your health, safety or security, or where there is a risk of serious damage to your property.
Appointed	40 Calendar days	Where there is no risk to your health and safety, but the issue may cause a nuisance but not adversely affect the use of your home.
Planned Responsive	90 Calendar days	Fencing and Concreting works only

Whereby Eastlight Community Homes do not attend and complete repairs within the timeframes mentioned above, may result in a request under the Right to Repair policy.

10.3 Repairs can be reported by telephone on Eastlight Community Homes' 24-hour emergency repairs telephone number, online via the customer portal, in writing, or by email or a personal visit.

10.4 Eastlight community Homes publishes its responsibilities and details of the responsive repairs service in Your Repairs Service leaflet, the Tenancy Agreement, on our website and published leaflets concerning the services offered when undertaking responsive, planned, cyclical and specialist maintenance.

## **11. Rechargeable repairs**

11.1 Eastlight Community Homes will charge for damage to its property that is not the result of normal wear and tear. All costs will be recovered in full and payable in advance, except where work is required for health and safety reasons, or where failure to act could damage the structure of the property or an adjoining property.

11.2 Where appropriate, any rechargeable repair costs will be deducted from refunds due to the customer.

11.3 All recharges will include the actual cost of the work and an administration fee plus VAT where appropriate. We will calculate the cost of work using the schedule of rates on current contracts a copy of this can be seen in our Recharge Schedule. For work carried out by the in-

house team, we will calculate the cost of labour and materials. The appropriate number of quotations will be obtained for the works, in accordance with Eastlight Community Homes' Financial Regulations.

11.4 We will charge an administration fee on rechargeable repairs/work. This will cover the cost of assessing the rechargeable work and invoicing the works. This fee may be waived if the cost of the work is paid in advance.

11.5 When logging repairs, the discretion of the Customer Service Centre staff can be used to highlight cases where charges may be waived. This will be evaluated on an individual case basis.

11.6 Where damage is caused to the property under a warrant or carried out by those who have the authority to do so, for example emergency services gaining entry to the property, Eastlight Community Homes will undertake any repairs that constitute a health and safety risk. Any work undertaken as a result of this damage will be recharged to the resident. If there are no health and safety risks then the rechargeable works process will apply.

11.7 Where damage is caused by a third party who is not a resident, member of the customers household or an invited visitor, Eastlight Community Homes will look to recharge the third party the full amount for undertaking the work including an administration fee.

11.8 Under the terms of the Tenancy Agreement, the customer is responsible where damage is caused by a third party who is a resident, member of the resident's household or a visitor.

11.9 Where damage is caused by an unknown third party, the resident must report the damage to the police and obtain a crime reference number. Under these circumstances a recharge will apply. Eastlight Community Homes may waive the recharge, but this will be at the discretion of the appropriate manager who will take into consideration all relevant facts.

11.10 If it is apparent that the initial request for service was misrepresented, i.e. it was not an emergency repair then the repair or attendance by a tradesman maybe rechargeable. This will be evaluated on an individual case basis.

## **12. Maintenance**

12.1 Annual maintenance will be undertaken by Eastlight Community Homes where required to do so, including gas, oil servicing and EICRs. Where possible Eastlight Community Homes will follow established best practice guidelines when carrying out works and will investigate and consult on the ability to do so with professionals and customer.

12.2 Cyclical Maintenance and Planned Improvements will be undertaken by Eastlight Community Homes across its homes. This will be led by information from the Asset Plan.

12.3 The Asset Plan will be followed when undertaking planned improvement works. Should a customer feel that the time asked to wait for an improvement is unreasonable they can appeal the decision as per section 14.4 of this policy.

### **13. Landlords consent**

13.1 Eastlight Community Homes' residents have the right to apply to carry out improvement/alteration works to their homes and gardens. All types of improvement/alteration works must be approved prior to work starting. This is in line with the Tenancy Agreement where it states written permission must be sought before undertaking any improvement work.

13.2 Landlord's Consent will not be given to residents in the following situations:

- On a Starter Tenancy Agreement.
- In rent arrears of over three months or not conforming to a Court Order for arrears.
- In temporary accommodation.
- Has been identified as a perpetrator with an outstanding case of anti-social behaviour (ASB).
- Under-occupying a property and affected by Welfare Reform.
- Outstanding debt owed to Eastlight Community Homes' that is not part of an agreed payment plan, which they are complying with.
- Genuine health and safety concerns that may impact on Eastlight Community Homes' liabilities as a landlord and/or impact on neighbouring properties.

13.3 All requests for Landlords consent will be assessed against three critical items:

- Works which would create a health and safety risk – for example loft conversions without proper stairs.
- Works which require structural alterations to a property – for example installing new openings.
- Works which would impact on the value of the asset, for example poor quality works or materials.

13.4 Once Eastlight Community Homes is notified in writing of the request for an improvement/alteration we will respond within the agreed target time of 14 working days. The response will be in writing and outline whether the request has been approved. It will include where appropriate conditions that will have to be adhered to throughout the process. If within the fourteen days the request cannot be approved as it will require more technical analysis, consultation of third parties or any other consultation or investigation, then this will be clearly stated in the written correspondence.

13.5 If the improvement/alteration are not granted, we will write to explain the reasons why this has been refused. Eastlight Community Homes can refuse improvements/alterations if we believe this is not in the long-term best interests of the property and/or our customers.

13.6 In addition to making a Landlord's Consent application, customers must apply to the relevant District Council for Planning Permission and Building Regulations' approval where required. This Will not be undertaken by Eastlight and remains the responsibility of the customer.

13.7 Where Planning Permission and/or Building Regulation approval is required or where Eastlight Community Homes deems it necessary a provisional consent only will be granted. A full landlords consent will not be granted until all relevant approval has been granted and evidenced, the works have been completed as per the conditions laid out within the provisional consent and Eastlight Community Homes is satisfied that the works completed have been done so to an acceptable standard.

13.8 All improvements/alterations granted consent will need to be completed within six months of written approval. If a resident fails to complete the works within a six month period the consent will lapse and if they must reapply for landlords consent if they wish to undertake works at a later date.

13.9 Any improvements/alterations will be subject to an inspection to ensure the work has been carried out to an appropriate standard following any conditions laid out when the initial consent was granted.

13.10 If an improvement/alteration has been granted Landlord's Consent but does not comply with the conditions set or is not properly maintained and may cause damage to property or person, Eastlight Community Homes will remove this alteration. We will reinstate what would have been previously present and recharge the resident for all associated costs. This is irrespective of whether the property that could potentially be damaged is in Eastlight Community Homes' ownership or not.

13.11 Disability - On a starter tenancy a person is not able to make improvements to property. However, tenants choose the property they wish to move into and are likely to choose a property that meets their needs. The Head of Housing can make an exception to this though if a property needs to be adapted for disability during the starter tenancy.

13.12 Retrospective Landlords consent must be applied for using the same process as would be used if permission was being sought prior to undertaking work. Whilst retrospective consent is being sought all related work must be stopped until a decision is given. If retrospective consent is not granted then the improvement/alteration must be removed.

## **14. Improvement Works**

14.1 Eastlight Community Homes has a continued programme of improvement works to make sure all of our homes reach and are maintained at a good standard.

14.2 Eastlight community Homes' Business Plan and Asset Management Strategy detail the work required to maintain homes. Work is identified through information held on Eastlight Community Home's Asset Management System. Components are considered for replacement where they are due to fail under their given criteria of age, age and condition or earlier if considered beyond economical repair.

14.3 Residents have the right to obtain clarity over decisions on improvements to their properties and make sure that the information held by Eastlight Community Homes is correct.

14.4 If a resident disagrees with the decision on when work is to be carried out, they can contact Eastlight Community Home's Asset Management team, detailing the reason for their disagreement with the decision and requesting a review.

14.5 Reviews will be considered by a panel, consisting of one Eastlight Community Homes' Manager and between three and five involved customers.

14.6 Some residents may not want improvement work to be completed on their home and the majority of work can be refused, however Eastlight Community Homes will not allow customers to refuse work that we consider essential, these works are either to do with health and safety or statutory compliance. Eastlight Community Homes will implement action under the terms of the tenancy agreement to undertake such work. Where an element of work is deemed essential, no other improvement work will be performed until this work is completed.

14.7 Eastlight Community Homes and our contractors may refuse to carry out work where a home is considered to be at an unacceptable level of cleanliness, have too many personal possessions, be considered a risk to health or safety or where there are any other breaches of the Tenancy Agreement. Eastlight Community Homes will work with its customers to resolve any issues that disable repair works being undertaken.

14.8 List of improvement work covered by the scheme and how long each improvement is expected to last (lifespan):

<b>Qualifying improvement</b>	<b>Years</b>
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in the bathroom or kitchen	10
Work surfaces for preparing food	10
Heating or water-heating system	12

Thermostatic radiator valves	7
Insulating a pipe, water tank or cylinder	10
Loft insulation	20
Cavity-wall insulation	20
Draught-proofing outside doors or windows	8
Double glazing or other window replacement or secondary glazing	20
Rewiring or providing power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves home security, but not burglar alarms	10

### **How we work out improvement claims / reimbursement**

The amount we pay will not be the full amount you paid the contractor to carry out the improvement work. We will make a deduction based on the length of time the improvement has been in place and how long the improvement is expected to last (the lifespan of the improvement).

The amount you receive will be:

(Cost of improvement – grant) × (1 – (number of years the improvement has been in place/Lifespan of the improvement))

If the improvement has been in place longer than the lifespan of the improvement, we will not pay reimbursement / improvement allowance.

### **Example**

A customer installed new kitchen work surfaces, sink and cupboards five years ago. The work cost £3,000, and the customer got our written permission before starting work.

The work surfaces are expected to last 10 years, as set out in the list of qualifying improvements.

At the end of the tenancy, if the customer sends us a properly filled-in claim form in line with this policy, we will work out their reimbursement as follows.

$$£3,000 \times (1 - (5/10)) = £1,500$$

When working out the number of years the improvement has been in place, we will round up any 'part year' to a complete year, starting on the date the improvement was finished and ending on the date the customer claims reimbursement / an improvement allowance.

## **15. Improvement Allowance**

15.1 When your tenancy ends you have the right to claim for improvements you may have made to your home that you paid for during your tenancy.

The following conditions must be met:

- conditions of landlord's consent were adhered to
- supporting invoices/receipts provided for the works being claimed for
- The request is received prior to the end of tenancy at the property where the work was carried out
- improvement /alteration is in good order.

15.2 Reimbursement can only be paid where consent has been obtained previously. Reimbursement will not be granted where retrospective Landlord's Consent has been given.

15.3 Reimbursement will also not be paid if any of the following apply:

- if we end your tenancy through legal action
- if you use your Right to Buy or Right to Acquire
- for the cost of professional fees, such as architects' fees
- for the cost of any relevant planning permission or similar permission
- if you have carried the work out yourself
- if the claim is for less than £50.

15.4 Any money owed to Eastlight Community Homes will be deducted from reimbursement before payment is issued.

15.5 The cost of an improvement will not include the amount of any government grant or similar help, such as a grant from a charity.

15.6 The maximum amount of reimbursement you can claim for any one improvement is £3,000.

15.7 If all of the criteria are met and reimbursement is agreed to be paid, then this will be calculated as outlined in Appendix 1.

## **16. Compensation**

16.1 For all works that are undertaken within or in the vicinity of a resident's home all reasonable precautions will be taken to complete the works without causing damage to resident's belongings or fittings. Where damage is proven to be caused by a Eastlight Community Homes employee or someone acting on Eastlight Community Homes' behalf and the cause of the damage can be attributed to accidental damage or poor working practices, compensation may be paid.

16.2 If prior to undertaking work it is clear that it cannot be completed without causing damage to the customers own belongings or fittings then the resident must sign a disclaimer before works are able to begin (i.e. removal of carpet or furniture to access floorboards). In these circumstances the utmost care and attention will be taken not to cause damage but where damage is caused Eastlight Community Homes' or those acting on Eastlight Community Homes' behalf will not be liable.

16.3 Any money owed to Eastlight Community Homes will be deducted from compensation before payment is issued.