

## East Devon District Council

Issue details	
<b>Title:</b>	<b>Responsive Repairs Policy (Feb 2018)</b>
<b>Version number</b>	
<b>Officer responsible:</b>	<b>Amy Gilbert-Jeans, Property and Asset Manager</b>
<b>Authorisation by:</b>	<b>Housing Review Board</b>
<b>Authorisation date:</b>	<b>08/03/18</b>

### 1 Previous Policies/Strategies

This supersedes an earlier 2007 version

### 2 Why has the council introduced this policy?

This policy and procedure note covers the responsive repair service provided by East Devon District Council for day to day or routine repairs to council properties that are reported by tenants.

It has been introduced to ensure a consistent approach and standard to day to day repairs.

This policy does not cover repairs to leasehold properties, improvements, modernisation, adaptations or cyclical repair programmes.

### 3 What is the council's policy?

#### 3.1 Overall aim

3.1.1 Our aim is to: 'Achieve the Right Repair, Right Time Fixed and Stay Fixed'

We aim to provide a repair service for our tenants that:

- Meets the high standards expected by tenants;
- Ensures the properties are maintained to a good standard and safeguards the future of the property;
- Is cost effective and achieves good value for money;
- Protects the environment.

3.1.2 To achieve this we will:

- Carry out repairs quickly and in one visit, if possible;
- Arrange appointments to carry out work and inspect at a time to suit the tenant;
- Set a high standard of workmanship for our contractors and staff;
- Listen to any problems that tenants have about repairs and try to put them right;
- Maintain expenditure within the repairs budgets agreed by the Council;
- Have regard to the environmental impact of building products used;

- Regularly monitor and report on key performance indicator targets set.

## **3.2 Repair obligations**

3.2.1 The repair duties of East Devon District Council are set out in the Section 11 of the Landlord and Tenant Act 1985. We also carry out certain repairs beyond our legal responsibilities. Our duties are incorporated in the Secure Tenancy Agreement.

3.2.2 We will keep tenants homes in good condition. We will repair and maintain:

- The structure and exterior of the building – roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, outside pipes;
- Kitchen and bathroom fixtures – basins, sinks, toilets, baths;
- Electrical wiring and gas and water pipes;
- Heating equipment and water heating equipment;
- Any communal areas around tenants home – stairs, lifts, landings, lighting, entrance;
- Halls, paving, shared gardens, parking areas and rubbish chutes.

3.2.3 We will maintain any paintwork to the outside of tenants home at regular intervals.

3.2.3 We will do repairs in a reasonable time and all repairs will fall into categories;

- Emergency repairs- within 4 hours
- All other repairs to be arranged at convenience of tenants

3.2.4 We will clear up after a repair. We will leave tenants decoration as close as possible to how it was before the repair was done. .

3.2.5 If tenants install a gas heater or gas water heater appliance with our permission we will maintain and service them. Gas heating appliances installed will become the Council's on termination of the tenancy.

3.2.6 When carrying our gas safety checks in properties the Council will shut down any unsafe gas appliance that is has no responsibility to maintain.

## **3.3 Reporting repairs**

3.3.1 We will respond to repairs reported in any of the following ways:

- In person at our reception;
- By telephone (including out of hours emergency number)
- In writing
- By fax
- By e-mail
- Via any member of staff
- Via any other agencies, relatives or friends ( we may require confirmation from the tenant where appropriate)

### **3.4 Customer Satisfaction**

- 3.4.1 Customer satisfaction with repairs is important to us and will be continually monitored using customer satisfaction questionnaire responses to ensure the high standard expected by our tenants is delivered
- 3.4.2 When a response is returned showing any dissatisfaction the Council will contact the customer within 7 working days and ensure that:
- The dissatisfaction is investigated;
  - The cause is remedied, wherever possible;
  - Customers are advised of the action taken.
- 3.4.3 We will monitor and report on:
- The rate of return of repair satisfaction surveys cards and what action we will take if responses fall below 30%;
  - Levels of satisfaction by:
    - Different areas;
    - Different types of property.

### **3.5 Complaints and dissatisfaction**

- 3.5.1 Customer dissatisfaction can be expressed through any of the methods via which repairs can be reported.
- 3.5.2 All Council tenants have a right of complain. This is covered by a separate Complaints Policy.

### **3.6 Appointments**

- 3.6.1 We, through our contractors, will offer and arrange morning or afternoon appointments for those customers who want them for:
- Pre-work inspections;
  - The work being carried out; and
  - Post-work inspections.
- 3.6.2 Where we or our contractors cannot meet the tenants preferred appointment within the target timescales, we will offer the choice of a later mutually convenient appointment, or the inspection, or work being carried out without an appointment.
- 3.6.3 The Council and its contractors will attend appointments agreed with the tenant. Where we fail to meet an appointment the tenant will be offered an alternative to suit them. In special circumstance this appointment might be out of office hours.
- 3.6.4 Where a tenant fails to keep an appointment, we will offer a second appointment. If the second appointment is not kept the repair request will normally be cancelled.

### **3.7 Home visits**

3.7.1 When visiting tenants' homes in connection with repairs the Council staff and our contractors will carry and show formal identification. If the person calling does not have identification, tenants will be entitled to refuse access. For tenants who are visually impaired we will, when requested, agree a code word when the repair is reported.

### **3.8 Repairs completed in one visit**

3.8.1 We will try to ensure that repairs are completed in one visit to the tenant's home wherever possible. If the repair cannot be completed in one visit our contractor will agree an appointment to return and complete the work.

### **3.9 Keeping tenants' informed of delays**

3.9.1 If a repair requires parts or materials that must be ordered, the repair may not be completed within the timescale. In this case our contractors will inform the tenant of the likely date for completion of the repair.

### **3.10 Customer choice**

3.10.1 The Council is committed to offering customers choice in repair and improvement works to their homes where it reasonably can. With responsive repairs, fixtures and fittings will normally be repaired or replaced, like for like, and unlike work undertaken through improvement, major repair or modernisation programmes, there is limited scope for customers to exercise any real choice. We will however offer customers a choice where this is possible.

### **3.11 Redecoration**

3.11.1 Internal decoration of homes is a tenant's responsibility. Occasionally when carrying out some repairs, minor decorating will be required. We will always try and ensure any damage is kept to an absolute minimum.

3.11.2 Where the tenant or a household member is unable to redecorate, we will ensure any re-decoration returns the tenants home to the same standard as before the repair was carried out.

3.11.3 Where there are external repairs we will:

- Make good small areas of paint or coloured plaster; or
- Discuss with the tenant when the next painting cycle is due.

### **3.12 Previous tenant fixtures and fittings**

3.12.1 We may not be able to maintain items left by previous tenants and may remove them as an alternative to carrying out repairs. We will normally only maintain those fixtures and fittings installed by previous tenants where we have a responsibility or wish to provide them, such as kitchen fittings, showers over baths, fixed space or water heating etc.

### **3.13 Adaptations for disabled people**

3.13.1 We will maintain any existing adaptations or fixed equipment provided by the Council still needed to meet the needs of the disabled household member for whom it was provided.

3.13.2 We will remove on request (for re-use elsewhere), semi portable equipment, such as stair lifts, that are no longer needed due to bereavement or a permanent change in the household makeup.

3.13.3 Where a repair is needed to minor adaptations such as handrails or semi-portable equipment provided for a disabled person and those persons no longer needs the adaptation, these items will be removed, unless the need for the equipment by another disabled household member is evident or confirmed by Social Services.

3.13.4 Non-removable adaptations such as structural alternations, concrete ramps etc. will be retained and maintained by the Council

3.13.5 All adaptation requests will be dealt with in line with our adaptation policy.

### **3.14 Responding to crime**

3.14.1 Following illegal entry into a Council dwelling we will:

- Carry out emergency make safe repairs if reported;
- Carry out all repairs as a result of the illegal entry that are the Council's or tenants responsibility provided a crime number from the Police is provided;
- Consider increasing the level of security in the dwelling in liaison with the Crime Prevention Officer through door and window locks etc.

3.14.2 Where illegal entry into a property results in damage etc. no repairs will be carried out that are outside of the landlords obligations where the illegal entry was a direct result of the tenant's criminal activities.

### **3.15 Damage by the tenant to a property**

3.15.1 The tenant is responsible for any abuse or damage caused to the property and will normally be charged for the cost of the work. In the case of accidental damage, the Council will consider the circumstance in deciding the level of charge that is appropriate.

### **3.16 A responsible Landlord**

3.16.1 The Council has duties of care over our homes and the people who occupy them. The buildings are insured and we are liable for events that occur as a result of our fixtures fittings and repairs.

### **3.17 Improvements**

3.17.1 For responsive repairs, we will either repair the existing fitting or fixture or replace with similar.

3.17.2 Occasionally improvements will be undertaken as a result of a responsive repair request. Improvements will generally occur:

- Where it would be more economic to carry out the improvement than to repair like for like;
- Where the fixture would be upgraded as part of an improvement programme in the next 12 months.

### **3.18. Planned improvements and major repairs**

3.18.1 The Council recognises the economic benefits to its customers of carrying out some (particularly larger scale) repairs on a planned maintenance basis rather than carrying out responsive repairs. This benefit has to be balanced with the inconvenience that delays in organising planned maintenance work may cause individual tenants and the more general view of tenants' that improvements should be carried out to all properties within a street at the same time.

3.18.2 A responsive repair may therefore be included in a larger planned or major repair programme where:

- Multiple properties require the same type of repair;
- The value or volume of the work suggests a planned approach should achieve better value for money than a series of responsive repairs;
- The repair involves work chargeable to leasehold properties and consultation within the meaning of Section 20 of the Landlord and Tenant Act 1985 is required;
- The work is planned to take place within the next 12 months and the necessary funding is available.

### **3.19 Pre-work inspections**

3.19.1 Pre-work inspections will be carried out where:

- The tenant is unable to explain the problem;
- The repair might be the tenant's responsibility;
- Surveying measurements, schedules, specifications etc. are required prior to ordering the work;
- Investigations to identify the problem are required;
- Previous repair has not solved the problem;
- The tenant has a history of wrongly reporting repairs or abusing the property;
- The tenant wishes to consider upgrade or improvement.

### **3.20 Post work inspections**

3.20.1 Quality control checks of repairs will be carried out at random on a percentage of all repairs carried out. These quality control checks will be for different repair types, property types and in all areas of the district.

3.20.2 Post work inspections will also be carried out when a customer is dissatisfied, because:

- The repair carried out has not rectified the problem; or
- The quality of workmanship was not acceptable.

3.20.3 Random post inspections will be carried out as necessary

### **3.21 Timescales for carrying our repairs**

3.21.1 This procedure sets out timescales for the most common repairs carried out by the Council for tenants; it is not a comprehensive list. Repairs are classified into 5 groups and the response time for each is different.

3.21.2 The Council has many tenants who are vulnerable and we are committed to providing services that meet their needs. In deciding the timescales for carrying out repairs we will take into account the circumstances and needs of the individual household. In special circumstances we will undertake some repairs more quickly, where:

- The customer's sense of security is affected;
- The home would be left without heating in the winter;
- The customer's mobility is affected;
- The health and safety of young children/ vulnerable adults is affected.

#### **3.21.3 Emergency repairs**

For all customers reporting emergency repairs we will attempt to respond within 4 hours. This emergency service will be offered 24 hours a day every day of the year. The priority will be to make the property safe.

Repairs after making safe may be carried out under a longer timescale.

Emergency repairs are those which are needed to avoid serious health or safety risks or serious structural damage. They are also repairs that are needed to ensure a home is secure.

#### **3.21.4 All other Repairs ( non emergency)**

Non urgent repairs will be completed at a time that suits the tenant. The contractor will attempt to arrange for the works to be completed as soon as possible.

Non urgent repairs are those which cause only minor inconvenience and have little effect on the property if a repair is not undertaken in the short term.

## **4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service**

Choose an item.

[Click here to to outline the equality considerations which should include any particular adverse impact on people with protected characteristics and actions to mitigate these.](#)

## **5 Appendices and other relevant information**

[Click here to enter appendices and other information](#)

**6 Who authorised the policy/strategy and date of authorisation.**

[Click here to enter who authorised the policy/strategy and when.](#)

**7 Related Policies/Strategies, Procedures and Legislation**

EDDC Tenancy Agreement

Improvements to council properties

Adaptations policy

**8 Policy date for review and responsible officer**

January 2019

Property and Asset Manager