

# East Devon District Council

## Responsive Repairs Procedures

Issue details	
Title:	Responsive Repairs Procedures
Version number	Version 2.0
Officer responsible:	Sophie Davies
Authorisation by:	Graham Baker
Authorisation date:	April 2021

### 1 Previous Policies/Strategies

Version 1.0

### 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 that are reported by tenants.

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

### 3. What is the council's aim?

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

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

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

3.2 To achieve this we will:

- Carry out repairs quickly and 'fix first time', if possible;
- Arrange appointments to carry out work 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, monthly and annually

### 4. Repair obligations

4.1 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.

4.2 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, insulation;
- Kitchen and bathroom fixtures – basins, sinks, toilets, baths, showers;
- Electrical wiring, 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.

4.3 We will maintain any paintwork to the outside of tenants home at regular intervals on our programme work contract.

4.4 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 – routine 28 working days

4.5 We will clear up the working area after a repair is carried out. We will leave tenants decoration as close as possible to how it was before the repair was carried out.

4.6 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 be owned by the Council on termination of the tenancy.

4.7 When carrying out our gas safety checks in our properties the Council will shut down any unsafe gas appliance e.g. cookers, as the Council has no responsibility to maintain the item.

## **5. Reporting repairs**

5.1 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 e-mail
- Via any member of staff
- Via any other agreed agencies, relatives or friends ( we may require confirmation from the tenant where appropriate)

## **6. Customer Satisfaction**

6.1 Customer satisfaction with repairs is important to us and is monitored monthly using customer satisfaction questionnaire responses to ensure the high standard expected by our tenants is delivered.

6.2 When a response is returned showing any dissatisfaction the Council will contact the customer to ensure that:

- The dissatisfaction is investigated;
- The cause is remedied, wherever possible;
- Customers are advised of the action taken.

6.3 We will monitor and report on:

- The operatives' performance, the internal staff performance and the contractor performance
- Levels of satisfaction by:
  - Different areas;
  - Different types of property.

## **7. Complaints and dissatisfaction**

7.1 Customer dissatisfaction can be expressed through any of the methods via which repairs can be reported, this will be managed by our Business and Customer Improvement Manager.

7.2 All Council tenants have a right to complain. This is covered by a separate Complaints Policy.

## **8. Appointments**

8.1 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.

8.2 Where ourselves 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.

8.3 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.

8.4 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.

## **9. Repairs completed in one visit**

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

## **10. Keeping tenants' informed of delays**

10.1 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.

## **11. Previous tenant fixtures and fittings**

11.1 We will 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., please note this excludes tenant mutual exchange responsibilities'.

## **12. Responding to crime**

12.1 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.

12.2 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.

### **13. A Responsible Landlord**

13.1 The Council has duties of care over our homes and the people who occupy them. The buildings are insured (not content) and we are liable for events that occur as a result of our fixtures fittings and repairs.

### **14. Pre-work inspections**

14.1 Pre-work inspections will be carried out where:

- The tenant is unable to explain the problem;
- 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;

### **15. Post work inspections**

15.1 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 various repair types, property types and in all areas of the district.

15.2 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.

15.3 Random post inspections will be carried out as necessary by various members of the Property & Asset team, whilst sometimes being escorted by the contractor who carried out the work

### **16. Timescales for carrying out repairs**

16.1 This procedure sets out timescales for the most common repairs carried out by the Council for tenants; it is not a comprehensive list.

16.2 A large portion of the Council's tenants fall into a vulnerable category. 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.

16.3 Emergency Repairs

16.3.1 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 for our tenants.

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

16.3.3 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.

16.3.4 Emergency work to be attended to and made safe within 4 hours and rectified within 24 hours. Emergency Repairs will include the following:

- Severe leaks
- Electrical failure
- Break-ins where insecure etc.
- Fire
- Full water failure (after establishing not common to local area) as we have blocks with pumps
- Hot water only if no source of hot water (i.e. electric shower)
- External door/gate failure (not due to loss of keys and only where there is no alternative route)
- Severe communal hazard where number of persons could be exposed (e.g. open wires)
- Exposed raw sewage (not blocked toilet but overflowing)
- Structural collapse (e.g. of ceiling so can be made

16.4 All other Routine Repairs

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

16.4.2 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.

16.5 Right to Repair

16.5.1 In addition, there are several 'right to repair' categories that although not viewed as emergencies, shall be attended within defined timescales as detailed in the following table:

Type of Repair	Number of Days
Total loss of electric power	1 day
Partial loss of electric power	3 days
Unsafe electrical fitting	1 day
Partial loss of water supply	3 days
Total or partial loss of space or water heating between 31st October and 1st May	1 day
Total or partial loss of space or water heating between 30th April and 1st November	3 days
Toilet not flushing (where there is no other toilet in dwelling)	1 day
Blocked sink, bath or basin	3 days
Tap which cannot be turned off	3 days
Leakage from water or heating pipe, tank or cistern	1 day
Leaking roof	7 days
Insecure external window, door or lock	1 day
Loose of detached banister or handrail	3 days
Mechanical extractor fan in internal kitchen or bathroom not working	7 days

16.5.2 Each Order issued to the Service Provider for repairs reported by the Resident will specify the agreed appointment time. Failure to attend any appointment at the allotted time will result in a compensation payment of £20 that will be paid by the Service Provider to the Resident. The Service Provider will offer the Resident as a minimum the appointments as detailed above but may offer additional appointment slots. The Service Provider will provide a monthly report to EDDC detailing the values of compensation paid or due including Resident details, address, reason for compensation and settlement date.

16.5.3 The point of contact who reports a communal repair (i.e. Resident/EDDC Officer, etc.) will receive confirmation of the appointment time. Failure to attend any appointment arranged with a Resident at the allotted time will result in a compensation payment of £20 that will be paid by the Service Provider to EDDC. Where a communal repair is reported by a Resident, the Service Provider will offer the Resident at least two morning and two afternoon appointments

within the following 5 working days to complete the repair. The Service Provider will provide a monthly report to EDDC detailing the values of compensation paid or due including address, reason for compensation and settlement date.

16.5.4 Missed appointments are defined as follows:

- Where the Service Provider arrives before the appointed time slot agreed with the Resident without having had prior agreement to changing the appointment time
- Where the Service Provider is more than 15 minutes later than the appointed time slot agreed with the Resident (The Resident must have been called prior to the end of the appointment slot to be informed the Operative is running late to allow this grace period).

## 17 Equality Impact considerations

The policy is high relevance to equality if it has a big impact on residents and users of the service

High

## 18 Data Protection considerations

**b) The collection and use of tenant's personal data will not exceed that agreed to in their tenancy agreement**

If selecting option c) – please provide a summary of additional personal data required and how this will be obtained and used below.

Click or tap here to enter text.

The [EDDC Data Protection Policy](#) provides further information on how we store and use personal information.

The following privacy notice(s) provide further information on how we will use tenant's personal data, how it is gathered, and how long we will retain this information, and what rights tenants have in relation to this.

Choose an item.

All our privacy notices can be found on the EDDC website (<https://eastdevon.gov.uk/access-to-information/data-protection/privacy-notices/>)

## 19 Policy date for review and responsible officer

Housing Business and Customer Improvement Manager April 2023