

HFI Policy

Repairs and Maintenance

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1.0	Introduction.....	1
2.0	Scope and standards for the policy.....	2
3.0	Legal and regulatory framework.....	2
4.0	Equality and diversity.....	2
5.0	Landlord’s repair responsibilities.....	3
6.0	The Right to Repair.....	3
7.0	The Repairs Pledge.....	4
8.0	Tenants’ duties and responsibilities.....	5
9.0	Insurance.....	6
10.0	Repairs priorities and response times.....	6
11.0	Our other responsibilities.....	7
12.0	Adaptations to properties.....	7
13.0	Defects liability period.....	8
14.0	Making Good.....	8
15.0	Tenants’ Responsibilities – Additional Information.....	8
16.0	Condensation.....	8
17.0	Tenants Improvements.....	9
18.0	Inherited Improvement.....	9
19.0	Minimising Loss.....	10
20.0	Tenant Liabilities for Damage to Adjoining Properties.....	10
21.0	Leaseholder Obligations.....	10
22.0	Tenant Management Organisations (TMO).....	10
23.0	Rechargeable Repairs.....	11
24.0	Discretionary Repairs.....	12
25.0	Assisted Decorations Scheme.....	12
26.0	Domestic Violence.....	13
27.0	Customer Complaints.....	13
28.0	Schedule of Repairs.....	13

1.0 Introduction

1.1 “Responsive repairs” is a term used to describe day-to-day repairs to or around properties managed by Homes for Islington (HFI), repairs that cannot be planned or included in a longer-term investment programme. It covers repairs needed to fix a single defect that can be carried out within 25 calendar days.

- 1.2 If the repair does not fit this description, it is likely to be either a cyclical or a planned repair.

2.0 Scope and standards for the policy

- 2.1 HFI aims to provide a responsive repairs service that:
- Meets high standards of customer service
 - Ensures that properties are maintained to a reasonable standard
 - Is value for money
 - Considers the impact our service has on the environment
- 2.2 To achieve this HFI will:
- Meet our commitments in the [Customer Care Service Promise](#)
 - Carry out repairs in one visit where possible
 - Arrange appointments to inspect and carry out work where necessary
 - Set high standards for quality of work for our staff and our contractors
 - Consult with residents
 - Set and regularly monitor key performance targets
 - Manage the budget
 - Have due regard for the environment
- 2.3 This document aims to pull together all the main policies relating to repairs and maintenance.

3.0 Legal and regulatory framework

- 3.1 HFI's repairs policy is based on our legal obligations as a landlord and the [Tenancy Conditions](#).
- 3.2 The main legislation related to this policy are:
- Landlord & Tenant Act 1985,
 - Environmental Protection Act 1990,
 - The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994,
 - Disability Discrimination Act 1995
 - Leasehold Reform, Housing and Urban Development Act 1993
- 3.3 HFI has also considered guidance contained in the Housing disrepair Legal Obligations – Good Practice Guide issued by the government in 2002.

4.0 Equality and diversity

- 4.1 HFI will aim to deliver repairs services that do not unfairly discriminate on any basis.
- 4.2 HFI will offer an enhanced service to those qualifying tenants who may be less able to maintain their property. See discretionary repairs and assisted decorations scheme.

- 4.3 HFI will ensure understanding of important information by employing translators or by arranging translation of documents.
- 4.4 Our contractors are expected to demonstrate the highest levels of customer care and will provide translators when required and carry out minor domestic tasks for the elderly or disabled where it is necessary to complete a repair e.g. moving furniture or re-hanging curtains

5.0 Landlord's repair responsibilities

- 5.1 HFI is responsible for keeping the structure and outside of the property in repair, including:
- External walls, external doors, external window frames and sills;
 - Drains, gutters, external pipes;
 - Access paths and steps to individual properties;
 - The roof and chimney (but not sweeping);
 - The internal structure
 - External decoration

Keeping in repair and proper working order:

- Installations for the supply of water, gas, electricity and sanitation. The service up to and including the gas and electrical meter is the responsibility of the service provider, unless the mains supply outside the home is owned by the Council
 - Installations for room and water heating fitted by the council
 - Lifts, rubbish chutes and shared lighting serving the building or estate.
 - Fences and gates which are HFI's responsibility to maintain. (HFI will use it's discretion when deciding what is provided)
- 5.2 There is a more detailed list of repairs responsibilities which we refer to as the Schedule of Repairs,
- 5.3 Without prejudice to the landlord's repair obligations, HFI may repair floor tiling or covering that we have installed in kitchens, bathrooms and toilets, where there is a potential trip hazard.

6.0 The Right to Repair

- 6.1 The Secure Tenant's of Local Housing Authorities (Right-to-Repair) Regulations 1994 came into force on 1.4.94. It places an obligation on landlords to carry out some small urgent repairs if they are likely to affect someone's health, safety or security.
- 6.2 Right to repair only includes repairs that cost less than £250. These are described in law as 'qualifying repairs' and must be carried out in within

a set time limit (see the table below). The time limits do not apply if the cost of the repair is more than £250.

- 6.3 If the repair is not carried out within set time limits, then the tenant has the right to ask us to get an alternative contractor to do the work.
- 6.4 If the second contractor does not complete the work within the extra time allowed, compensation may be payable. The compensation is fixed by the legislation at £10, plus £2 for every day that the repair is not finished, up to a limit of £50.
- 6.5 HFI will give notice to the tenant on the tenant repairs receipt. This will include a timescale for completion.

6.6 Right to Repair Table of works and Priorities

	Description	Days
1	Total loss of electric power	1
2	Partial loss of electric power	3
3	Unsafe power or lighting socket, electric fitting	1
4	Total loss of water supply	1
5	Partial loss of water supply	3
6	Total or partial loss of gas supply	1
7	Blocked flue to open fire or boiler	1
8	Total or partial loss of space or water heating Between 30 th October and 1 st May	1
9	Total or partial loss of space or water heating Between 30 th April and 1 st November	3
10	Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling house) toilet pan	1
11	Toilet not flushing (where there is no other working toilet in the dwelling house)	1
12	Blocked sink, bath or basin	3
13	Tap which cannot be turned	3
14	Leaking from water or heating pipe, tank or cistern	1
15	Leaking roof	7
16	Insecure external window, door or lock	1
17	Loose or detached banister or hand rail	3
18	Rotten timber flooring or stair tread	3
19	Door entry phone not working	7
20	Mechanical extractor fan in internal kitchen or bathroom not working	7

7.0 The Repairs Pledge

- 7.1 A tenant can invoke the repairs pledge if HFI's contractor does not finish work within 25 days of HFI ordering the job. HFI has 3 working days to decide if the pledge applies and will send another contractor to complete the work.

- 7.2 The pledge covers the majority of routine repairs but does not include
- repairs to shared and communal areas
 - orders for work over £1000
 - works that are part of a planned maintenance or capital works programme
 - work that involves removing asbestos
- 7.3 There are some instances when the pledge does not apply. These are:
- If there is a delay getting specialist materials for the job and this is beyond the contractor's control
 - If the contractor has not been given reasonable access
 - If the delays are caused by a utility company
 - If extra work has been identified and it would be unreasonable to expect the contractor to do the whole job within the original timescale.
- 7.4 The Repairs Pledge does not affect a tenant's statutory rights under the 1994 Secure Tenants of Local Housing Authorities (Right to Repair) Regulation.

8.0 Tenants' duties and responsibilities

- 8.1 The repairs that the tenant is responsible for are defined by the Housing Act 1988 and the Council's [Tenancy Conditions](#).
- 8.2 In accordance with the tenancy conditions tenants are responsible for the following inside the property:
- Maintaining and repairing the inside of the property including:
 - Internal doors and catches, including cupboards
 - Internal glazing
 - Internal fittings, including skirting boards, door and window frames, bath panels, toilet seats, plugs and chains to sinks and baths, curtain rails and pelmets
 - Internal decorations and finishes
 - Plumbing to washing machines, dishwashers and so on, unless these have been fitted by the Council
 - Doors and drawers to kitchen units
 - Letter boxes
 - Items the tenant, their family or visitors have damaged
 - Repairs to their own improvements
 - Replacing tap washers where taps are dripping
 - Replacing light bulbs and fluorescent tubes
 - Lock changes and replacing keys/fobs
- 8.3 Tenants are also responsible for maintaining and repairing elements to the outside of the property including:

- Their own equipment, such as TV aerials (unless provided by the Council), satellite dishes and electrical sockets
 - Repairs to sheds
 - Back garden paths
- 8.4 The tenant is responsible for any damage, caused by the neglect or carelessness of the tenant, a member of their family or visitors.

9.0 Insurance

- 9.1 It is the tenant's responsibility to insure their home and its contents.
- 9.2 The tenant is responsible for any loss or damage to their home due to theft, flooding or accidental damage. The tenant may also be responsible for damage caused to another property, for example, caused by flooding from their property.
- 9.3 HFI routinely advises tenants to take out home insurance to cover:
- Furniture and fittings
 - Personal belongings
 - Clothes
 - Food and drink
 - Jewellery and other valuables
 - Rented equipment
- 9.4 HFI actively promotes the Council's home contents insurance scheme or a tenant can make their own insurance arrangements which should, as a minimum, match the standard provided under the council's scheme.

10.0 Repairs priorities and response times

- 10.1 The following categories are used to decide how urgent a repair is.
- 10.2 **Emergency** – The contractor will respond within 2 hours and make safe.
- 10.3 This category is used when there is an immediate danger to a person or serious risk of damage to the property. The contractor will call and make the area safe within two hours.
- 10.4 **Urgent** – The contractor will respond within 24 hours.
- 10.6 This category covers repairs that affect a tenant's day-to-day living.
- 10.7 **Right to Repair** – The contractor will respond within 3 working days. An appointment will be given (NB: relevant repairs under the Right to Repair legislation will receive a higher priority)

- 10.8 **Routine** – The contractor will respond within 20 working days. An appointment will be given.
- 10.9 This category covers repairs that need to be completed before the next scheduled programme of work.
- 10.10 **Planned maintenance.** This category is for work which does not need to be carried out straight away, but which is required for the long term good of the property. This work will be specified, grouped together and carried out as part of a programme of works.
- 10.11 **Cyclical maintenance.** This is work that is carried out as part of a regular cyclical programme, such as external decoration work.
- 10.12 **Appointments.** An appointment will be offered for repairs that are in the right to repair or routine categories. The Contractor is expected to complete the repair on the first visit. There may be some circumstances when this is not possible.

11.0 Our other responsibilities

11.1 Gas Appliance Safety Checks

- 11.2 Every year, by law, HFI must ensure all gas appliances and flues are maintained in a safe condition by carrying out an annual safety check. These checks are recorded and the tenant will be given a copy of that record.
- 11.3 The annual check by our contractor will involve:
- A full check on all landlord pipe work and gas appliances
 - A visual inspection of the tenant's own gas appliances e.g. cooker
- 11.4 If any appliance is found to be immediately unsafe it will be disconnected from the supply and a warning notice will be served.
- 11.5 HFI will order work to repair landlord pipe work and appliances. The tenant will be responsible for repairing or replacing their own appliances at their own cost. Any repairs must be carried out by a Gas Safe registered engineer.
- 11.6 Every tenant must give access to our contractor to carry out annual health and safety checks. The gas servicing team will follow the [Gas Access policy and procedure](#) where problems with access occur.

12.0 Adaptations to properties

- 12.1 HFI will carry out repairs to any adaptations that have been fitted by the Council. If it has not been possible to repair the adaptation it may be necessary to renew. If the person for who the adaptation was originally

fitted not longer resides in the property, or the adaptation is no longer required, HFI reserves the right to decide on an appropriate solution.

13.0 Defects liability period

- 13.1 All new works are covered by a defects liability period. This will start from the date of completion. Usually the defects liability period is:
- 6 months for building repairs
 - 12 months for electrical or mechanical works
- 13.2 These repairs will be carried out by the original contractor and will not be reported to the day to day repairs contractor.
- 13.3 Defects reported following the completion of planned maintenance projects are referred to the contractor for action.
- 13.4 HFI will monitor for completion, ensuring that urgent defects are prioritised following our defect reporting procedure.

14.0 Making Good

- 14.1 'Making good' means that after completing a repair HFI will also prepare the surface around the repair so that it is ready to be decorated. Usually this is done after there has been a leak.
- 14.2 In some circumstances HFI may offer a decoration allowance.
- 14.3 If the damage caused to a room has substantially affected the entire decorative surface, or all decorative surfaces, HFI may redecorate the entire room.
- 14.4 HFI will not be able to 'make good' if the tenant has covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate or other finish.
- 14.5 Where damage to décor has occurred and this is not the fault of HFI or its contractor the tenant will be encouraged to claim from their home contents insurance.

15.0 Tenants' Responsibilities – Additional Information

- 15.1 HFI wants their residents to be aware of their responsibilities so that they can avoid incurring any unnecessary costs.

16.0 Condensation

- 16.1 Condensation occurs when moist air produced by ordinary household activities such as cooking and bathing hits a cold surface e.g. a cold wall or window. Condensation can usually be resolved by making some simple lifestyle changes

- 16.2 Key steps for preventing condensation.
- ensure the home is heated effectively
 - reduce the amount of moisture produced in the home e.g. by covering boiling pots, drying washing outside or in a well ventilated room, keeping the kitchen and bathroom doors closed when in use and opening windows for ventilation.
 - wipe down any condensation that forms on windows or sills preventing damage to décor and mould growth
 - use extractor fans or cooker hoods where provided and report any defective equipment to HFI Direct
 - It is strictly forbidden in the conditions of tenancy to use paraffin and portable bottled gas heaters.

16.3 Where HFI or Kier identify that condensation is the cause of reported dampness the [Damp & Condensation leaflet](#) will be given to the tenant.

16.4 Sometimes dampness can be a combination of condensation and a leak or water penetration. HFI is responsible for repairing all leaks.

17.0 Tenants Improvements

17.1 A secure tenant has a legal right to make alterations and improvements to their homes provided that they obtain written permission before they carry out any works and seek all relevant permissions from L.B. Islington's planning and building control departments.

17.2 HFI will not unreasonably withhold consent when tenants make a request to carry out improvements/alterations.

17.3 HFI is not liable for any loss or damage of any improvements/alterations carried out by the tenant with or without permission.

17.4 The tenant is responsible for any repairs, maintenance or replacement of the improvement/alteration that may be necessary.

17.5 At the end of their tenancy, a tenant may claim compensation for eligible improvements carried out with HFI's consent.

17.6 At the end of the tenancy if unauthorised improvements are identified the tenant may be recharged for works to reinstate the property

17.7 For more information please refer to the [Tenancy Conditions](#) the [Tenants' Alteration Policy](#) and the [Recharge Policy](#).

18.0 Inherited Improvement

- 18.1 An 'inherited improvement' is improvement work that has been carried out by a previous occupant, which the new tenant may have the option of accepting when they move in.
- 18.2 If a new tenancy starts, including successions, assignments and mutual exchange agreements, and the new tenant accepts the improvements in writing they will be responsible for all repairs and maintenance or replacements.

19.0 Minimising Loss

- 19.1 The tenant has a responsibility to minimise or avoid loss that may be suffered as a result of disrepair. For example, if experiencing water penetration or dampness the tenant would be expected to move items of furniture and/or possessions away from the affected areas so they do not get damaged.

20.0 Tenant Liabilities for Damage to Adjoining Properties

- 20.1 If the tenant, a member of their family or a visitor causes damage to an adjacent property the tenant is responsible for the cost of repairing the damage. This includes instances where the damage caused is accidental. This is part of the [Tenancy Conditions](#).
- 20.2 The tenant can either use their own insurance or make other arrangements to pay the costs directly with their neighbour.

21.0 Leaseholder Obligations

- 21.1 Leaseholders should refer to their lease for details of repairs and maintenance responsibilities.
- 21.2 The leaseholder will be responsible for repairing any damage due to neglect or carelessness caused by them, a member of their family, tenant or visitor.
- 21.3 HFI will invoke the [Recharge Policy](#) if there is evidence that damage is the fault of a leaseholder or their household or visitors.

22.0 Tenant Management Organisations (TMO)

- 22.1 Tenants who live within an estate that is managed by a Tenant Management Organisation/Board/Co-operative should contact their TMO Office about their repair first.
- 22.2 There are some repairs that remain HFI's responsibility and these are outlined in the TMO handbook. The tenant may report these directly through to HFI Direct or via their TMO office.

22.3 Where HFI has to carry out repairs which should have been the responsibility of the TMO consideration will be given to recharging the TMO. See [Recharge Policy](#).

23.0 Rechargeable Repairs

23.1 Rechargeable repairs are those repairs that tenants have to pay HFI for completing. HFI charges tenants for repairs that do not fall under our obligations as a landlord, according to law and the tenancy conditions.

23.2 If a tenant is capable they can do the repair themselves, or employ and pay another contractor to complete it.

23.3 HFI charges for repairs in the following circumstances

- the work is needed because of damage caused by the tenant, their family or visitors to their property
- HFI have to force entry to a tenant's home due to their negligence, for instance if the tenant loses front door keys or HFI have to enter the property to carry out an emergency repair that is the tenant's responsibility
- HFI have to repair the property, or remove rubbish or belongings, after the tenant moves out
- the tenant has falsely told us they are eligible for a discretionary repair
- the tenant provided a false or unrelated crime reference number for a repair they reported as a result of a crime
- lock changes and lumber removal from garages
- missed appointments

23.4 It is HFI's aim to provide a cost-effective and fair repairs service to all our residents and HFI will charge tenants/leaseholders where applicable. If HFI did not charge for repairs that are not our responsibility, the cost would be shared by all tenants.

23.5 HFI will agree to carry out some routine and emergency repairs which are not our responsibility, where the tenant has asked us to do the repair on their behalf and agreed to pay.

23.6 HFI will ask for payment in advance for routine repairs that are the tenant's responsibility but they have asked us to complete.

23.7 If the work is an urgent or emergency repair HFI will complete the repair and then ask the tenant for payment.

23.8 A list of works and their cost has been agreed with the contractor and will be reviewed annually.

23.9 Where the tenant is given the opportunity to complete the work themselves or arrange for the repair to be completed by a competent

contractor, depending on the nature of the repair, HFI may ask to inspect the work afterwards. The [Tenants' Alterations](#) policy must be followed if the tenant is carrying out improvement works.

- 23.10 Works involving gas or electrical installations must be undertaken by a Gas Safe or NICEIC registered contractor. HFI must be provided with the original certificate(s) issued by the contractor(s).
- 23.11 If the work is not completed and HFI decides to do the repair, HFI may recharge the tenant for this and any other work required as a result of the repair not being completed.
- 23.12 HFI may also recharge the tenant if they make an appointment and are subsequently not in when the contractor arrives to complete the repair.

24.0 Discretionary Repairs

- 24.1 HFI recognises that our residents have different needs and HFI is committed to giving equal and fair access to our services.
- 24.2 In some circumstances residents may need extra assistance and HFI has made sure our policy means we can provide this. HFI's policy is designed so that only people who have a genuine need for extra help get it.
- 24.3 HFI may carry out some repairs at no cost if we recognise that the tenant requires extra help. HFI call these discretionary repairs and to qualify the tenant must be either;
- over 70 and living alone, or with no other member of the household who is under-70, and/or
 - in receipt of a registered care package from the London Borough of Islington, and/or
 - in receipt of the medium or higher rate of the care component or the higher rate of the mobility component of the Disability Living Allowance and/or Attendance Allowance and/or War Disablement Pension
- 24.4 HFI can only do a discretionary repair if the tenant is living alone or every member of their household meets one or more of the eligibility criteria. Carers or children (under the age of 18) are not required to meet any of the eligibility criteria.
- 24.5 The following are eligible discretionary repairs; internal doors, internal glazing, repairs to doors and drawers of kitchen units, replacing tap washers, two lock changes per year, toilet seats.

25.0 Assisted Decorations Scheme

- 25.1 The assisted decorations scheme is aimed at tenants who for reasons of age or disability find it difficult to keep their home in good decorative order.
- 25.2 The qualifying criteria for this scheme mirror those for the Discretionary Repairs policy. In addition Homes for Islington should not have carried out any internal decorations to the property in the previous 7 years.
- 25.3 HFI will redecorate up to two rooms of the tenant's choice, within an allocated budget.
- 25.4 A waiting list is maintained by each area housing office where application forms are available on request.

26.0 Domestic Violence

- 26.1 In a domestic violence situation HFI will provide the victim with extra assistance. HFI can change front door locks or do repair work that relates to incidents of domestic violence.
- 26.2 HFI will follow the [Domestic Violence](#) policy.

27.0 Customer Complaints

- 27.1 All HFI residents may pursue a formal complaint in accordance with the complaint's procedure in respect of any aspect of the repairs service.
- 27.2 HFI will use complaints to improve our services and highlight reoccurring problems with our contractors.

28.0 Schedule of Repairs

- 28.1 Please refer to our Schedule of Repairs for details of responsibility and response times. It also indicates if the repair qualifies as a discretionary repair.

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