



<b>New</b>	x
<b>Revision</b>	

<b>Name of policy / procedure:</b>	<b>Repairs Policy</b>
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## Section 1 - Introduction

### 1.1 Purpose

This Policy provides details of the responsive repairs service delivered by the Royal Borough of Kingston (RBK).

### 1.2 Scope

This policy applies to all of the Borough's tenants, leaseholders and licensees. RBK aims to provide a responsive repairs service that:

- Meets high standards of customer service
- Ensures that properties are maintained to a reasonable standard
- Provides value for money

### 1.3 Legislative context

Name
<ul style="list-style-type: none"><li>• Tenancy Agreement</li><li>• Lease Agreement</li><li>• License Agreement</li><li>• Landlord and Tenant Act 1985</li><li>• Environmental Protection Act 1990</li><li>• The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994</li><li>• Equalities Act 2010</li><li>• Leasehold Reform, Housing and Urban Development Act 1993</li><li>• Housing Disrepair Legal Obligations – Good Practice Guide issued by the Government in 2002</li><li>• Health and Safety at Work etc. Act 1974</li></ul>



## Section 2 – Policy Principles, Statement and Implementation

### 2.1 Policy Principles

2.1.1 The purpose of the Repairs Policy is to ensure that tenants, leaseholders and licensees are aware of the delivery of the responsive repairs service within RBK owned and managed homes.

2.1.2 Responsive repairs is a term used to describe day-to-day repairs to or



around council housing properties and covers repairs that cannot be planned or included in a longer-term investment programme.

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

## **2.2 Policy Statement**

2.2.1 The Royal Borough of Kingston is committed to providing an effective maintenance service and to fulfil its repairing obligations.

2.2.2 To achieve this the Council will:

- Carry out repairs in one visit where possible and in accordance with the Tenants' Repairs Service Standards
- Arrange appointments to inspect and carry out work where necessary
- Set high standards for quality of work for contractors
- Communicate effectively with residents
- Set and regularly monitor key performance targets
- Manage the budget and ensure value for money is achieved
- The council will aim to deliver a repairs service that does not unfairly discriminate on any basis

2.2.3 The Council will offer an enhanced service to those vulnerable tenants who may be less able to maintain their property – see Tenants Repairs Service Standards for further details.

2.2.4 Our contractors are expected to demonstrate the highest levels of customer care.

## **2.3 Policy Implementation**

2.3.1 The Royal Borough of Kingston Council is responsible for maintaining the fabric and structure and outside of the property and any communal areas.

2.3.2 We will repair:

### **2.3.2i Structure**

- the structure of the property, for example walls, roofs, joists and beams

### **2.3.2ii Security**

- window frames, window catches and safety devices
- external doors and door frames
- treatment of damp, rot and woodworm



### 2.3.2iii **Window glazing**

- glazing to communal areas (we may board up or use alternative materials)
- glazing to your home where the repair was caused by a defect
- glazing to your home where the repair was the result of a crime (in this case we need a crime reference number – without this number you will be recharged)

### 2.3.2iv **Water supply**

- water and electricity supplies to your home and where there is an existing gas supply, maintain it
- all Council owned pipes and waste pipes

### 2.3.2v **Sanitary appliances**

- baths, basins, sinks, toilets, cisterns, kitchen cupboards and work surfaces
- we will clear blockages – however, you will be recharged if the cause of the blockage is attributed to you

### 2.3.2vi **Gas appliances**

- gas fittings and appliances such as central heating, water heaters, boilers and fitted fires that are owned by the council

### 2.3.2vii **Electrical installations**

- electrical wiring including sockets and switches provided by us

### 2.3.2viii **Other internal and external fittings**

- plaster work to walls and ceilings
- drains, gutters, down pipes, chimneys and flues
- communal areas such as pathways, estate roads, hallways, communal stairs and lighting, balconies and waste chutes
- lifts and fire equipment
- door entry equipment
- communal television aerials
- warden call systems
- fencing and gates to communal parts or gardens
- external decorations and decorations to communal parts
- CCTV

## 2.4 **The Right to Repair**

2.4.1 The Secure Tenants 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.

- 2.4.2 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. The time limits do not apply if the cost of the repair is more than £250.
- 2.4.3 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.
- 2.4.4 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.

## 2.5 Your responsibilities in relation to housing repairs

### 2.5.1 You must:

- allow us and our contractors access to your home so that we can carry out repairs, including access to carry out a repair to a neighbouring property. In cases where we need to gain access in an emergency we may need to force access to your home to carry out a repair
- allow us and our contractors access to your home to carry out annual gas safety checks and any tests to electrical wiring and installations. Where we are not given access to carry out the annual gas service we will, where necessary, take legal action to enforce access or force entry and charge you the costs for doing so
- take steps to ensure that any pipe work in your property does not freeze and make sure any appliances, for example washing machines, are properly connected. Any damage caused to your, or your neighbouring property, will be rectified and the cost recharged to you
- notify us when a repair is needed
- get our written permission before carrying out **any** improvements to your home, for example fitting a new kitchen or bathroom, fitting laminate flooring, installing a new light fitting, etc.

### 2.5.2 Important things you must not do

There are works to your council home that you **must not** carry out yourself without first gaining the council's permission:

- You must not carry out works to the electricity supply, wiring or fittings – this must be done by the Council's main contractor.



- You must not carry out works to your home's gas supply (including disconnection and connection of gas cookers and fires) this must be done by our main contractor.
- You must not carry out works to your home's heating system – this must be done by our main contractor.
- You must not tamper with your front entrance doors – they are fire safety doors.
- You must not remove walls or partitions or create a void in a wall or partition.

## **2.6 Repairs you are responsible for:**

2.6.1 The repairs that the tenant is responsible for are defined by the Housing Act 1988 and the Council's Tenancy Conditions.

2.6.2 You are responsible for some repairs within your home and for those where you have caused damage. You must also allow us to carry out repairs and servicing in your home. This is set out in your tenancy agreement.

### **Things you must repair:**

#### **2.6.2i Security**

- replacing lost keys to your home and gaining access to your home if you lose your keys, any lock changes and repairs to the door after a forced entry
- if we need to gain entry to your home by force, you will be recharged for repairs to the door and any other associated works

#### **2.6.2ii Window glazing**

- re-glazing any windows in your home resulting from accidental damage, misuse or negligence by you or any of your household, guests or pets

**We can carry out lock changes and window glazing for you, but you will be recharged in accordance with the Rechargeable Repairs Policy.**

#### **2.6.2iii Water supply**

- the maintenance of any water pipe work and fittings installed by you, for example, washing machine fittings or showers – we will recharge for any damage caused due to a leaking appliance to all affected properties

#### **2.6.3iv Sanitary appliances**

- clearing blockages to baths, basins and sinks – we will recharge if we carry out these works



- any damage caused by you to any fixture, fitting, wall etc. within the property, for example, holes in internal doors, broken wash hand basins, toilet cistern lids or baths

### **2.6.3v Other internal and external fittings**

- minor repairs such as bath plugs and chains, pull cords, changing light bulbs and fluorescent tubes, and replacing toilet seats
- any fixtures and fittings installed by you or a previous tenant
- internal decorations, including any minor cracks to plasterwork, adjusting doors to fit over newly installed floor coverings and the fitting of curtain rails
- fencing, other than where there is a health and safety risk, gates and gate latches, washing lines and clothes posts in your garden
- the sweeping of chimneys and flues
- keep gardens tidy, making sure that trees and shrubs do not grow to a size that may affect your neighbours or have an impact on the structure of your home or neighbouring homes, communal housing land or highways – we will recharge if we carry out any clearance

## **2.7 Length of time a repair takes**

2.7.1 We have target times for different types of orders. In most cases we keep to these targets, but will be flexible in some cases if you have particular needs.

### **2.7.2 Emergency orders**

These repairs will be carried out within two hours:

- serious flooding or leaks
- making safe collapsed ceilings and floors
- blocked flue to an open fire or boiler
- stair-lift and ceiling track hoist breakdowns
- major health and safety repairs to communal parts

### **2.7.3 Urgent orders**

These repairs will be carried out within 24 hours:

- total loss of water or electrical supply
- total or partial loss of gas supply
- blocked toilet, soil stacks and sewers
- insecure windows and doors
- unsafe electrical fitting



- (between 1 October and 31 March) total or partial loss of heating and hot water. Where this cannot be done because there is a need to obtain parts, an alternative source of heating will be provided
- lift breakdowns
- minor health and safety repairs to communal parts

#### **2.7.4 Routine orders**

All other repairs will be carried out within one to 20 working days

### **2.8 What you can expect from our contractors**

2.8.1 Our contractors represent us and are therefore expected to observe the same standards of conduct as Council staff.

#### **2.8.2 Identification**

Our contractors will introduce themselves and show a formal identification badge.

**Please make sure all callers have an identification badge before you let them in.**

If you are not sure, do not let them in until you have contacted our customer contact centre.

#### **2.8.3 Other things you can expect from our contractors:**

Our contractors will:

- be wearing an appropriate uniform
- explain why they are there and what the works will mean to you
- enquire if you have other repairs that need to be carried out
- behave in a polite and professional manner at all times
- refrain from smoking, playing music or using foul or abusive language
- make sure that your home is properly protected from dust, paint and so on
- make sure all materials and equipment used on site are kept safe and with a minimum of inconvenience to you
- make sure that, wherever possible, supplies of gas, electricity and water are fully restored at the end of each day, or where this is not possible ensure that there is an adequate temporary supply
- tidy up at the end of the job or end of the day



- ask you to complete a satisfaction survey
- endeavour to fix the repair at the first visit

## **2.9 How to complain if things go wrong or give us positive feedback**

2.9.1 We make every effort to ensure that we fix the repair first time. However, if you are unhappy with any aspect of the repair, or the conduct of the operative, please call our customer contact centre and we will try to sort out your problem immediately.

2.9.2 If you are pleased with the service you have received, please tell us.

## **2.10 Gas or water leaks, electrical failures and other emergencies**

What to do if you have a gas leak, total electrics failure or major water leak in your home.

### **2.10.1 Gas leak**

If you smell gas:

- open the doors and windows to get rid of the gas
- check to see if the gas has been left on unlit or if a pilot light has gone out
  - if so, please turn the appliance off
  - if this is not the case, there is probably a gas escape
- turn the gas supply off at the meter and phone the **National Grid Gas Emergency Service** (formerly Transco) immediately
- don't turn any electrical switches on or off (this includes door bells), but you can use the telephone to call the National Grid Gas Emergency Service
- don't smoke, use matches or naked flames

### **2.10.2 Electricity failure**

If there is a total electricity failure:

- check whether other properties are affected
  - if yes, call your electricity supplier
  - if not check the main fuse box
- check whether the trip switch has been activated
- if you are unable to identify the problem phone our customer contact centre



### **2.10.3 Water leak**

If there is a major water leak:

- turn off the stop cock; this is usually located under the sink (but could be in the bathroom, hall or under the stairs)
- phone our customer contact centre – we will need to know where the leak is
- think about if it could affect the electrical system? If you think it could, turn off the electrical installation at the main fuse box

### **2.11 Planned maintenance**

2.11.1 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.

### **2.12 Defects liability period**

2.12.1 All works carried out as part of a planned improvement or new build property are covered by a defects liability period. This will start from the date of completion. Usually the defects liability period is:

- 12 months for building repairs
- 12 months for electrical or mechanical works

2.12.2 These repairs will be carried out by the original contractor and will not be reported to the day to day repairs contractor.

2.12.3 Defects reported following the completion of planned maintenance projects are referred to the contractor for action.

2.12.4 The Council will monitor for completion, ensuring that urgent defects are prioritised following our defect reporting procedure.

### **2.13 Cyclical maintenance**

2.13.1 This is work that is carried out as part of a regular cyclical programme, such as external decoration work.

### **2.14 Adaptations to properties**

2.14.1 The Council 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 whom the adaptation was originally fitted no longer resides in the property, or the adaptation is no longer required, the Council reserves the right to decide on an appropriate solution.

## **2.15 Insurance**

2.15.1 It is the tenant's responsibility to insure their home and its contents.

2.15.2 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.

2.15.3 The Council 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

2.15.4 The Council 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.

## **2.16 Tenants Improvements**

### **2.16.1 Improvements that need our agreement**

If you are a Council tenant, you can carry out home improvements with our written permission. We encourage you to maintain and improve your home.

2.16.2 You don't need our permission for minor improvements, such as:

- interior decoration
- painting
- wall papering
- tiling

2.16.3 But you do need our permission for major improvements, such as:

- replacing kitchens
- replacing bathrooms
- putting a shed or greenhouse in the garden



- installing loft insulation

2.16.4 For works that may affect the structure of the property, you will need our permission and you may also need building regulations approval. These include projects such as:

- removing a chimney breast
- taking down a wall
- installing a conservatory

2.16.5 You should not assume if you have building regulations approval or planning permission for works that you will receive permission from us (the Housing team).

## **2.17 Improvements you can claim for**

2.17.1 If you move or end your Council tenancy, you may be entitled to compensation for home improvements that you made. The improvements must have been done on or after 2 April 1994. You must have had permission to carry out the works and met any conditions that were attached to that permission. You cannot claim compensation if you are exercising your Right to Buy.

2.17.2 You can only get compensation for the following improvements:

- new bath, shower or hand basin
- new toilet
- new kitchen sink and work surfaces for preparing food
- new storage cupboards in bathroom or kitchen
- installation of central heating, hot water boilers and other types of heating
- thermostatic radiator valves
- pipe, water tank or cylinder insulation
- loft and cavity wall insulation
- draught-proofing of external doors or windows
- double-glazing or other window replacement or secondary glazing
- rewiring, or the provision of power and lighting or other electrical fittings (including smoke detectors)
- security measures (not burglar alarms)

2.17.3 You can claim:

- the cost of materials, but not appliances such as cookers or fridge
- labour costs – but not your own labour
- a maximum amount of £3,000 per improvement

## **2.18 Minimising Loss**



2.18.1 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.

## **2.19 Preventing condensation in your home**

2.19.1 Condensation usually occurs between October and April when outside temperatures are lower than inside. Condensation occurs when moisture in the air reaches a high level and the temperature in your home drops below 18 degrees C. The water vapour will fall to cold surfaces such as windows and walls and condensation will form.

2.19.2 Typically 4 people living in a property will contribute approximately 4 pints of atmospheric moisture per day. Atmospheric moisture can be generated from a number of sources within the home including cooking, bathing, breathing, washing and drying clothes.

2.19.3 Adequate ventilation in a property is essential. The most common consequence of inadequate ventilation is condensation.

2.19.4 The key to controlling condensation is to address one or more of these issues.

2.19.5 Actions that you must do to prevent condensation:

- Dry clothes outdoors or in a condensing or externally vented tumble dryer. If you dry clothes indoors make sure the room is well ventilated. Ideally dry clothes in the bathroom with the door closed
- Ventilate bathroom and shower rooms during and after use, keeping the door closed at all times
- Ventilate your home by ensuring that extractor fans are switched on and window trickle vents are left open
- Maintain an even temperature within your home. Avoid periods of very high or very low temperature especially during cold periods
- Every day mop up any condensation. If you do not you will not be expelling that part of the water vapour that is within your property. This can lead to black mould growth which is harmful to health
- Clean off black mould growth with a mild bleach solution
- Condensation will very likely occur if you ignore the items above

2.19.6 The most common signs of condensation:



- Streaming windows and condensation forming on windows
- Condensation water pooling on window sills and floor surfaces
- Damp and mould patches
- Mould in corners of rooms
- Mould behind furniture
- Mildew on clothes and furnishings
- Musty and damp smells

## **2.20 Leaseholder Obligations**

2.20.1 Leaseholders should refer to their lease for details of repairs and maintenance responsibilities.

2.20.2 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.

2.20.3 The Council will invoke the Recharge Policy if there is evidence that damage is the fault of a leaseholder or their household or visitors.

## **2.21 Private Sector Tenants**

2.21.1 Tenants who live in a Private Sector Leased property should:

- keep the interior of the premises clean and its fixtures and fittings (and furnishing if any) in good tenable repair and proper working order (fair wear and tear excepted) and at the end of their Tenancy to give the Premises (together with all fixtures, fittings and furnishings in the Premises) clean to the Council in the same conditions as at the start of the Tenancy
- not dismantle any of the fittings in their premises
- not undertake any decorations unless with the Council's consent
- notify the Council of any defect or problem within 28 days of it arising
- keep the garden in neat tidy condition and cut back hedges
- not make any structural alterations to the Premises
- be aware that they will be liable for any damage caused by water coming from the washing machine and/or its connecting apparatus
- keep the cooker in a clean condition and in a good state of repair
- carry out day to day repairs (e.g. changing light bulbs, fuses etc.)

2.21.2 The Council will carry out repairs which are the responsibility of the property owner should they fail to carry out a repair within a reasonable timescale or where damage has been caused by the PLS tenant.



## 2.22 Rechargeable Repairs

2.22.1 Rechargeable repairs are those repairs that tenants have to pay the Council for completing. The Rechargeable Repairs Policy provides details of when RBK will recharge a tenant or leaseholder to recover the cost of repairing fixtures or fittings to a property in its ownership or managed by the Borough.

## Section 3 - Governance

### 3.1 Responsibility

<b>Policy Owner</b>	Repairs & Maintenance Team – Repairs & Projects
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### 3.2 Version control and change history

<b>Version Number</b>	<b>Date</b>	<b>Approved by/Date</b>	<b>Amendment Schedule</b>
Initial document	July 2017	Portfolio Holder-Cabinet Member for Adult Social Care Health & Housing	