

HOUSING REPAIRS POLICY

HOUSING SERVICES
- July 2021

Date

Contents

Version Control	3
Approvals.....	3
Associated Documentation	3
1 INTRODUCTION	4
2 POLICY AIMS AND OBJECTIVES.....	4
3 ASSET MANAGEMENT STRATEGY.....	5
4 Legal Framework	5
5 Responsive Repairs.....	6
5.5 Rechargeable Repairs	14
5.6 Quality Assurance.....	14
5.7 No access.....	15
5.8 Cancellations	15
5.9 Right to Repair	15
5.10 Customer Satisfaction	15
6 PLANNED AND CYCLICAL MAINTENANCE	15
6.1 Planned Maintenance	15
6.2 Cyclical Maintenance	16
6.3 Capital works	16
6.4 Safety in homes	17
6.5 Fire	17
6.6 Legionella	17
6.7 Gas Servicing and Maintenance	17
6.8 Electrical.....	18
6.9 Asbestos.....	18
6.10 Lifts.....	18
7 ENVIRONMENTAL SUSTAINABILITY.....	18
8 RECHARGEABLE REPAIRS POLICY	19
9 Rechargeable Repairs Procedure	20
9.1 Purpose	20
9.2 Identifying Rechargeable Repairs	20
9.3 Deliberate Damage	20
9.4 Unauthorised alterations/additions to the property	21
9.5 Accidental Damage.....	21



9.6	Criminal Damage	21
9.7	Avoiding Further Damage	21
9.8	Out of Hours Repairs Service	21
9.9	Recharging a Tenant	21
9.10	Inspections and Rechargeable Repairs.....	22
9.11	Recharging the tenant after a void inspection	22
9.12	Invoices for recharges.....	23
9.13	Examples of Rechargeable Items	23
10	VOID PROPERTIES.....	23
10.1	Re-let Repairs.....	23
10.2	Decoration Allowance	26
11	REPAIRS UNDER RIGHT TO BUY	27
12	LEASEHOLD PROPERTIES	27
13	Monitoring Performance	29
14	POLICY REVIEW	30

Version Control

Version	Description of version	Effective Date
01-02	Initial & reviewed Repairs Policy	Feb 2013
03	Whole content update - Repairs policy	Feb 2021

Approvals

Approved by	Date
Draft – Paul Whittingham	15/2/21
Housing and Community Services Committee Approval for consultation	11/3/21
Housing and Community Services Committee final approval	19/8/21

Associated Documentation

Description of Documentation	Date./Ref
------------------------------	-----------



SDDC Corporate Plan	2020-2024
SDDC Housing Asset Management Strategy	2020
SDDC Environmental Management System	STEMS-01

1 INTRODUCTION

- 1.1 The Council is committed to providing high quality, affordable housing. The Council aims to ensure its housing stock is well maintained by providing a comprehensive, consistently high-quality repairs and maintenance service for all of its tenants and residents.
- 1.2 This Policy covers the areas of reactive and planned maintenance cyclical maintenance and major repairs and outlines the Council's broad aims in relation to its repairs and maintenance service. It sets out a range of general principles that will guide the activities and standards of service that the Council aim to implement.
- 1.3 The Council will endeavour to ensure that all properties are repaired and maintained to a standard which promotes a safe home environment for all tenants and residents whereby repairs and maintenance continues to be a top priority and the Council will work deliver these services through its in-house Repairs Team and contractors that meet the Council's procurement, regulatory and performance standards.

2 POLICY AIMS AND OBJECTIVES

- 2.1 This Policy aims to support the objectives within the Council's Corporate Plan.
 - To tackle climate change through striving to make South Derbyshire District Council carbon neutral by 2030 by working with residents, businesses and partners to reduce their carbon footprint.
 - To supporting and safeguarding the most vulnerable by encouraging independent living and keeping residents healthy and happy in their homes.
 - To promote health and wellbeing across the by Improving the condition of housing stock and public buildings.
 - To deliver excellent services by ensuring consistency in the way the Council deals with its service users
 - To have in place methods of communication that enable customers to provide and receive information
 - To ensure technology enables us to effectively connect with our communities and to Invest in our workforce.
 - To transform the Council by providing modern ways of working that support the Council to deliver services to meet changing needs.
- 2.2 It will do this by delivering the vision and actions within the Council's Housing Asset Management Strategy "Through high quality services, delivered in partnership, the provision of well-maintained, affordable homes that meet the requirements and aspirations of the people of South Derbyshire".



3 ASSET MANAGEMENT STRATEGY

The Council's Housing Asset Management Strategy outlines five priorities for the Council.

Priority One

The Council is committed to ensuring that the housing stock not only meets the national Decent Homes Standard (DHS), but that it exceeds the standard where resources and finances allow. The Council's ambition is that its housing stock not only continues to meet statutory and/or regulatory standards but offers a quality of accommodation that exceeds the Decent Homes Standard and meets the developing needs of current and future tenants.

Priority Two

Improving energy efficiency and reducing fuel poverty.

Achieving high levels of energy efficiency in existing homes.

Priority Three

Repairing and maintaining properties to agreed standards is an essential element of the Housing Asset Management Strategy. Having in place a well-designed repairs and maintenance framework which enhances and delivers the most efficient and cost-effective service, whilst achieving high levels of customer satisfaction is the main aim of the service

Priority Four

Meeting the needs of households where a resident has additional needs or support requirements and disabled households to maintain the availability of housing stock that meets the particular housing needs of older, vulnerable and disabled households will continue to be a priority due to the increase in the ageing population, and the needs of people who are vulnerable and/or have support needs in the District.

Priority Five

Being resilient: Identifying and regenerating uneconomic housing through the collection and maintenance of effective and accurate stock management information

4 Legal Framework

The Policy complies with the Council's responsibilities under the following-

- Housing Act 1985 (as amended)
- Housing Act 2004
- Landlord and Tenant Act 1985 (as amended by The Homes (Fitness for Human Habitation) Act 2018)
- Equalities Act 2010



- The Decent Homes Standard - A Decent home: the definition and guidance for implementation (June 2006 update)
- The Housing Health and Safety Rating System – guidance for Landlords and Property Related Professionals (May 2006)

5 Responsive Repairs

5.1 The Council aims to provide tenants with a range of methods for reporting repairs and sufficient information to help with the early and accurate diagnosis of repair problems.

- All tenants will be supplied with information that provides details how to report repairs in person, by telephone or by e-mail, including emergencies and outside normal office hours;
- Procedures will be simple and accessible to tenants;
- All housing staff will accept repair requests and report repairs which come to their attention;
- Staff who process repair requests will have appropriate technical training;
- An appointment will be arranged if the Council requires access to the property or the tenant requests that they would like to be present when the repair is carried out.
- Where possible appointments will be made at the first point of contact;
- Some repair requests will require inspection before work is ordered. If so, the Council will inspect on a day agreed by mutual consent.

5.2 Completed Right First Time

The Council aims endeavours to complete repairs at the first visit and:

- Within the appropriate timescale agreed locally with tenants.
- Without the need for an operative to be recalled.

Due to the nature of some repairs, one or more visits may be planned by the Council to carry out the works. A visit to fix the immediate problem will be treated as “right first time” and subsequent works for example to replace the repaired element will be treated as separate orders for works.

5.3 Responsibility for Repairs

The Council has a legal obligation to keep the structure of the house in good repair meet statutory requirements and the regulatory requirements set by Government through the Housing Regulator.

Some items of repair and maintenance are contractually the responsibility of the tenants, under the terms of their Tenancy Agreement.



The Responsibility of the Council and the Tenant for Repairs

The table below shows who is responsible for what. Generally, any items which are fitted or replaced by the tenant become the tenant's responsibility to repair and maintain.

Bathroom - Who is responsible?

	SDDC	Tenant	Comments
Baths	♦		
Shower unit		♦	Unless the Council provided the unit
Toilet bowl	♦		
Toilet cistern	♦		
Toilet seat	♦		Unless provided by the tenant
Wash hand basin	♦		
Taps	♦		Unless provided by the tenant
Plugs and chains	•		

Doors - Who is responsible?

	SDDC	Tenant	Comments
Outside doors including hinges, handles and letterbox	♦		Unless provided by tenant
Door name plate/number		♦	
Door bell		♦	Unless the Council provided it
Door locks (outside)	♦		Unless the tenant has broken or lost the key
Keys		♦	
Glass in door or screen		♦	Unless caused by vandalism/break-in supported by a crime incident number



Inside doors	♦		
Locks on inside doors		♦	
Door entry system	♦		

Electricity - Who is responsible?

	SDDC	Tenant	Comments
Electric plugs		♦	
Fuse on plugs		♦	
Electric wiring (including sockets)	♦		
Fuse box, fuses/MCB	♦		
Fuses (main) ELCB	♦		
Light holder (including pendants and ceiling roses)	♦		Unless provided by the tenant
Light bulbs		♦	
Fluorescent tubes & starters		♦	
Supply of electricity		♦	In conjunction with electricity provider
Elect appliance/system fitted by the tenant		♦	Unless adopted by the Council.

Heating - Who is responsible?

	SDDC	Tenant	Comments
Ash carrier or pan	♦		
Fire grate, nest or basket	♦		
Fire front, surrounds and hearth	♦		
Fire tools		♦	



Fireplace tiles	♦		
Solid fuel central heating	♦		
Back boiler	♦		
Coal bunkers	♦		Only if solid fuel heating is provided by the Council
Chimney sweeping	♦ *	♦	*The Council will sweep the chimney once a year. Dependant on type and amount of fuel burnt it is recommended that the tenant may wish to arrange for the chimney to be swept independently
Gas fires	♦		
Gas central heating (including water pipes, radiators, timers, thermostats, pumps, etc.	♦		
Gas water heater	♦		
Gas piping	♦		
Electric fires (fixed)	♦		
Electric central heating	♦		
Immersion heater	♦		
Any heating appliance or system fitted by you		♦	Unless adopted by the Council. Tenants must ask for permission before installing any heating appliance.

Kitchens - Who is responsible?

	SDDC	Tenant	Comments
Cookers		♦	



Kitchen work tops	♦		Unless provided by the tenant
Kitchen units	♦		Unless provided by the tenant
Sink bowl and drainer	♦		Unless provided by the tenant
Any kitchen fittings provided by you		♦	

Plumbing - Who is responsible?

	SDDC	Tenant	Comments
Down pipe (soil and rain)	♦		
Drains	♦		
Guttering	♦		
Overflow	♦		
Water supply (including cold & hot water storage tanks and pipes)	♦		
Tap washers	♦		
Sink plugs and chains	♦		
Washing machines and fittings		♦	Unless provided by the Council

Structure - Who is responsible?

	SDDC	Tenant	Comments
Chimney including pots and cowl	♦		
Roof including slates and tiles	♦		
Roof skylight	♦		
Fascia boards/soffit boards etc.	♦		



Brick work	♦		
Rough cast	♦		
Foundations	♦		
Damp-proof course	♦		
Walls	♦		
Plaster/plasterboard	♦		
Floors	♦		
Ventilator	♦		
Skirting boards	♦		
Loft hatch	♦		
Stairs (inside)	♦		
Banister	♦		
Stairs (outside)	♦		
Steps to entrance	♦		
Porches	♦		Unless installed by tenant
Handrail (outside)	♦		If installed by the Council

Windows - Who is responsible?

	SDDC	Tenant	Comments
Glass in outside windows	♦		Unless broken deliberately
Glass panels or screens inside	♦		Unless broken deliberately
Glass triple/double glazed	♦		Unless installed by tenant
Window frames	♦		
Window fittings and catches	♦		Including sash cord windows
Window sill	♦		



Other - Who is responsible?

	SDDC	Tenant	Comments
Front and side boundary fences or walls adjoining open land	♦		
Rear boundary fences		♦	
Fences between gardens		♦	
Gates	♦		Unless provided by the tenant
Driveways		♦	Unless it forms part of a pedestrian access to the house
Paths giving access to house	♦		
Garages	♦		Only if it was provided by the Council
Greenhouses		♦	
Garden sheds		♦	
Outbuildings		♦	Unless it was provided by the Council

Other - Who is responsible? Continued

	SDDC	Tenant	Comments
Pigeon lofts		♦	
Drying areas	♦		
Parking areas (communal)	♦		
Clothes poles	♦		
Rotary dryers		♦	Unless provided by the Council
Ropes for pulleys, rotary dryers or poles		♦	Unless provided by the Council



Communal areas to flats	♦		
Communal stair lighting	♦		
Inside decoration		♦	Unless communal area. Minor plaster patch repairs allowed after “steaming” wall paper.
Outside decoration	♦		
Hard wired Smoke/fire alarms	♦		Replacing batteries is the tenant’s responsibility and weekly testing by the tenant is highly recommended
Carbon monoxide detectors	♦		If fitted by the Council
Washing machines and dryers provided by the Council	♦		
Pest control	♦	♦	Dependant on type of pest
Floor coverings including Laminate flooring		♦	Unless provided by the Council e.g. kitchen floor tiles
Fire detection equipment in communal areas	♦		

5.4 Repairs Categories and Timescales

It is necessary to categorise repairs in order that work required throughout the District can be properly programmed in order to ensure that the most urgent work to tenants’ homes is completed first.

Repairs will be categorised as follows:

- Emergency within 1 Calendar day
- Urgent within 3 calendar days
- Routine within 20 calendar days
- Planned within twelve months

Emergency and urgent work can be broadly defined as follows:

5.4.1 Emergency Where there is an immediate risk:

- (ASAP up to 1 day) a) to life and limb
 b) of serious damage to the property



- c) to the security of the property
- d) of severe inconvenience or hardship to the tenant e.g. no heating in the winter

Urgent

Where delay could cause:

- a) danger to life and limb
- b) damage to property
- c) a security risk
- d) considerable inconvenience to the tenant e.g. no hot water

5.4.2 Routine. All other minor repairs will be done within 20 working days under the routine category.

Some works that do not fall into the category of being emergency or routine, such as extensive re plastering or external work to properties will be added to programmes of planned or cyclical maintenance.

Exceptions to the timescales would only be made where, for medical or social reasons, the repair required is necessary due to the increased vulnerability of the tenants concerned and where carrying out the repair in the normal timescale would cause suffering to the occupiers.

5.5 Rechargeable Repairs

The Council will carry out repair work for which it is responsible in accordance with the terms of the Tenancy Agreement. However, charges will be levied where a repair becomes necessary as a result of wilful and /or negligent actions of the tenant's household or visitors which is not caused by fair wear and tear. Further information on the process for charging is provided in section 7.

5.6 Quality Assurance

Some jobs will require a pre-inspection before the repair appointment can be arranged. The pre-inspection will be used to establish the extent of the works and will be carried out by an inspector or a nominated contractor representative. Following the visit to the property the tenant will be advised if a repair is required the priority of the repair and whether any of this work will be rechargeable to the tenant. In order to monitor the quality of the repairs service the Council will inspect a proportion of completed works. Alongside this the Council will contact a number of tenants to gain feedback on the repairs service. This information is used to continually review and improve the repairs service.



5.7 No access

It is the responsibility of the tenant to provide access to carry out repairs and for inspections to be carried out. If the tenant fails to provide access for the appointment a missed appointment card will be left requesting the tenant to contact the Council to rearrange as soon as possible. If access has not been allowed after three attempts, the tenant will be informed that the repair has been either been cancelled or that the Council may take further legal action to gain access. Where the repair is an emergency or a health and safety matter, the Council will continue to make contact prior to the repair being cancelled. If the repair poses a serious safety risk for other residents or the building, the Council will take appropriate steps to gain access.

5.8 Cancellations

Repairs will only be cancelled when:

- The tenant requests it.
- The work is to be completed on a planned programme of works
- In cases of no access where the Council considers that the repair is not an emergency or urgent in which case the Council will take legal action to gain access.

5.9 Right to Repair

Section 96 of the Housing Act 1985 (as amended) gives tenants the “Right to Repair”. Tenants have the right to have certain urgent and minor repairs carried out where the repair may affect health, safety or security. If the Council does not undertake the repair within the target time, nor complete the repair after a second request, tenants may be entitled to compensation. It should be noted that the “Right to Repair” does not give tenants the right to carry out a repair and then seek compensation from the Council.

5.10 Customer Satisfaction

The Council takes any level of dissatisfaction with its repairs service, or performance of its contractors, seriously and always welcome feedback. If a tenant is dissatisfied with our service this we will aim to remedy this immediately. If this is not successful then complaints will be will be dealt with through the Council’s complaints policy. Tenants will be asked to provide satisfaction information with which the Council will aim to improve its services

6 PLANNED AND CYCLICAL MAINTENANCE

6.1 Planned Maintenance

The Council has a robust and transparent system of planning and costing future maintenance work. This is based upon the recording of detailed, accurate and up to date information on its properties and their components and features. Regular



technical inspections are undertaken as a means of collecting this information, while all members of the Council's staff team are actively encouraged to feedback information about the condition of any properties they visit.

Certain works such as kitchen and bathroom replacement will generally be carried out on a planned basis and not as the remedy to an individual repair request.

The Council ensures that information on repair work carried out is used to inform the system for planning future maintenance requirements with the aim of carrying out more work on a planned or cyclical basis, reducing the amount of responsive repairs and providing a more efficient service overall.

6.2 Cyclical Maintenance

Cyclical maintenance is work required to be carried out on a regular basis to ensure the safety of tenants and to prevent the gradual deterioration of a property, its components and finishes and also to ensure that property / area standards are maintained. Our cyclical programme includes the following:

Gas Servicing and safety checks	Annual
Periodic repairs	Annual (high risk locations)
Estate Maintenance	5-Yearly
Asbestos survey (Communal areas)	Annual
Electrical Inspections	5-yearly
Legionella Inspections	10% of stock following void works
Gutter cleaning	Bi-annually

6.3 Capital works

Large scale improvements such as kitchens, roofs, bathrooms, hard standings and external painting will be undertaken on a programmed basis in accordance with the stock condition survey and Housing Asset Management Strategy and Plan. Where it is absolutely necessary for properties to be empty whilst these works are carried out then the Council will offer alternative accommodation under the same terms as the existing tenancy. The Council will make appropriate arrangements for the tenants to move home. This may include payments towards the cost of any removals, reconnection of services or other expenses incurred in the process of moving. Once the works are complete then the tenants will be expected to move back into the refurbished property.



6.4 Safety in homes

Under the Decent Homes Standard, the Council's responsibility to ensure all category 1 hazards found under the HHSRS (Housing Health Safety Rating System) are dealt with within 24 hours of discovery. The Council has a suite of individual policies to ensure the safety of tenants in their homes.

6.5 Fire

Smoke and fire detection equipment fitted in individual properties and communal areas will be inspected and serviced in line with manufacturer's instructions.

The Council's aim is to fit hard wired smoke detectors to all properties. In homes with two or three storeys, a detector will be fitted on each floor. These will be linked so all detectors are activated when one is set off.

Some homes have carbon monoxide detectors. The Council's policy is **not** to install carbon dioxide detectors to all homes. Where installed it is the tenant's responsibility to test the detector on a regular basis, change the batteries and report any issues.

6.6 Legionella

The Council will carry out its legal duties to consider, assess and control the risks of exposure to Legionella to our tenants. This requirement stems from the Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of the Health and Safety at Work Act 1974 making provision for the legislation to apply to landlords of both business and domestic premises Legionella. The Council will carry legionella risk assessments in line with our Legionella policy and procedures. Legionella risk will be managed through regular monitors where necessary.

6.7 Gas Servicing and Maintenance

The Council recognises the critical importance of ensuring gas pipework and appliances in properties are in a good, safe, working order. The Council will meet all statutory duties in relation to gas safety management and associated health and safety legislation. In doing so the Council will maintain effective administration systems to ensure all gas systems in tenanted properties are subject to an annual service; the keeping of appropriate records as well as the accurate monitoring of and reporting on progress of the servicing programme.

It is a legal requirement to ensure that all properties with a gas installation are checked on an annual basis. The gas safety policy outlines the requirements and procedures to ensure this is adhered to.

The gas installation is also checked when a property becomes empty prior to the new tenant taking the property.



In fulfilling the legal responsibilities, the Council will pursue a clearly defined process in order to secure access to properties for the purpose of enabling servicing work to be carried out. Where necessary this will include taking appropriate action to gain entry.

The Council will appoint independent Gas Safe Register approved contractors to carry out annually, on a sample basis, a quality assurance check of the principal gas safety contractor's work. The outcomes and any actions taken to progress any issues raised by the independent contractor will be reported to the Council

6.8 Electrical

The Council will ensure the electrical installation within all properties is safe. Full electrical safety checks are carried out when a property becomes empty prior to the new tenant taking the property. The electrical installation will also be visually checked for safety when an electrician visits the property. This includes planned maintenance works and repairs calls. The electrical installation will also be checked on a five-year cycle when no other visits have taken place.

6.9 Asbestos

The Council will establish if asbestos containing materials (ACM) are within its properties, in line with our Asbestos policy and procedures. This information will be made available to the Council's staff, contractor's and tenants where necessary. The Council recognises the dangers presented by asbestos and has a detailed Asbestos Management Policy and Procedure in place. These describe the general approach and particular steps it shall take in order to meet relevant legal, health and safety, and best practice requirements.

6.10 Lifts

The Council will meet all legislative and regulatory requirements in relation to lift safety management. This incorporates the arrangements that the Council has in place to manage risks to protect employees, tenants, contractors and others who may work on, occupy, visit or use its premises, or who may be affected by its activities. This applies to all passenger lifts, goods lifts, lifting accessories, stair lifts, hoists, through floor lifts, platform lifts tail lifts and mobile elevated work platforms (MEWP) in all communal and domestic premises.

7 ENVIRONMENTAL SUSTAINABILITY

Effective environmental management is critical to our success. The Council has set challenging targets for continuing to improve its environmental performance.

The Council is committed to delivering current and future sustainable homes supported by responsible business practices. This means operating with integrity;



controlling and minimising potentially negative impacts and maximising our positive impact wherever possible.

The Council has set strategic environmental objectives as part of its 2020-2024 Corporate Plan that apply across all parts of the Council including its operational footprint and the management and development of its tenants' homes. These objectives, with associated targets, help the Council to continually improve. The delivery of these objectives is supported by the Council's Environmental Management System.

The Council's objectives are to:

- Improve the energy efficiency of its homes and be efficient in its carbon emissions from the use of energy and fuel
- Improve the climate resilience of its homes and its operations
- Eliminate, reduce, reuse and recycle waste produced across the organisation
- Obtain an externally certified Management system that meets the requirements of ISO14001:2015
- Use water efficiently within the organisation and support its residents to do the same
- Strive to procure sustainable products, materials and contractor services
- Remain committed to the prevention of pollution and promotion of biodiversity
- Ensure compliance with legal and other requirements and sign up to other relevant environmental standards for continual improvement
- Engage its stakeholders and form partnerships to promote positive environmental practice
- Continue to reflect on what the Council, as a progressive local authority, can contribute to the sustainability challenge.

8 RECHARGEABLE REPAIRS POLICY

General Guidance

8.1 The Council defines a rechargeable repair as a repair for which the cost is to be charged to the tenant. This is when the repair is due to wilful damage, neglect or accident caused by the tenant, by any member of the tenant's household or by visitors to the property.

8.2 The Council considers a repair to be rechargeable in any one of the following circumstances:

- Where damage is caused to a property accidentally by the tenant, by any member of the tenant's household or by visitors to the property. This is at the Council's sole discretion
- Where damage is caused to the property through wilful negligence of the tenant, any member of the tenant's household or by visitors to the property.



- Where damage is caused by vandalism to the property by the tenant, any member of the tenant's household or by visitors to the property.
- Where the damage is caused to the property by the tenant or a member of the tenant's household through an unauthorised alteration or addition to the property.
- Repairs which are specifically the tenant's responsibility.
- Where damage is caused by an unrecorded burglary or unrecorded attempted burglary. If the incident is reported to the police and a crime number is obtained, then damage to the property will normally be repaired by the Council. However, in cases of where a repeated burglary may be as a result of illegal or inappropriate tenant behaviour the Head of Housing will have discretion to decide on a recharge being applied.
- Where damage is caused by the Police or other authorised organisation with lawful powers of entry, in the execution of a warrant of entry, and evidence of wrong-doing is found.

9 Rechargeable Repairs Procedure

9.1 Purpose

The purpose of this procedure is to clarify the circumstances in which a tenant will be recharged with the cost of carrying out repairs. Every tenant is advised to obtain household insurance that includes damage by acts of vandalism, accident or attempted or actual burglary.

9.2 Identifying Rechargeable Repairs

A rechargeable repair can come to the attention of Housing Services in a number of ways.

- When the repair is reported by the tenant.
- Through a pre-repair inspection
- Through a pre-termination inspection
- Through a void inspection
- On other routine home visit by Housing staff

9.3 Deliberate Damage

Where damage has occurred through the wilful negligence or a deliberate act of the tenant, or a member of the tenant's family or a visitor to the property, the repair is rechargeable.

Action may be considered that could lead to the eviction of the tenant from a property in instances of serious damage.



9.4 Unauthorised alterations/additions to the property

Where it is found that the alteration or addition is dangerous, remedial work will be ordered to make safe immediately, without providing the tenant the opportunity to carry out the work themselves. The Council shall inform the tenant within one working day of the reasons for undertaking the work.

Where the unauthorised alteration/addition is not dangerous and permission has not been sought or given, an inspection will be undertaken. If the work is assessed to have detracted from the value or the condition of the property, the tenant will be given four weeks within which to reinstate the property or item to the original condition. Failure to comply with this notice will result in works being carried out by the Council and recharged. A decision must be reached on the tenant's ability to remedy the situation. Where this is not practical, the Council will undertake the work and recharge to the tenant.

9.5 Accidental Damage

Where the damage occurs accidentally to a property, its fixtures or fittings, the Council shall assess where the damage was caused to an item, which had a limited lifespan, whether a recharge should be applied.

9.6 Criminal Damage

Where damage is as a result of criminal activity the tenant must report this to the Police and obtain a crime reference number. The Council will consider whether to recharge the repair to the tenant.

9.7 Avoiding Further Damage

Where it has been established that a repair is rechargeable, and failure to complete the repair would lead to further damage to the property, its fixtures and fittings, the repair will be ordered and the tenant charged.

9.8 Out-of-Hours Repairs Service

The out-of-hour's repairs service is intended to deal only with genuine emergency repairs. Where a tenant makes a false statement in order to have a repair completed out of hours when it is not an emergency, the tenant may be recharged with the cost of that call out charge. area tenant can get advice on whether a repair is an emergency or not by calling 01283 221225 .

9.9 Recharging a Tenant

Where it has been decided that a repair is rechargeable and the work has not already been undertaken through any of the provisions made above, the Council shall inform the tenant, giving them a chance to make good the damage themselves. If the tenant decides to make good the damage themselves, the Council shall specify to the tenant the timescale within which to do so and the specification of works required.



At the end of this period, the Council shall inspect the work. Where the work is complete, the Council shall check to ensure it is to the specification required by the Council. Where the work is not to the specification required, the Council shall give the tenant a further reasonable period to remedy the situation.

Where the tenant is to be recharged, the tenant's signature shall be obtained on a standard recharge request, prior to ordering any works. Written confirmation must be sent to the tenant explaining the reason for the recharge, the cost of the repair and VAT, and the methods of payment, within three working days of the repair work being raised.

Where the tenant refuses to accept responsibility and there is clear evidence that the damage has been caused by the tenant, the works, if seriously affecting the safety and structural integrity of the property, will be undertaken and recharged to the tenant in any event. If there is any disagreement in the decision of the Council, the tenant has the right to challenge that decision and obtain a second opinion. In addition to this the tenant has recourse to the Council's complaints procedure.

If the tenant's repair request is deemed to be re-chargeable and the notice of the repair is not causing a safety or structural integrity problem to the property, the repair will not be undertaken by the Council unless the tenant accepts and signs to agree that the cost will be recharged prior to being undertaken. In this case it would be the tenant's responsibility to carry out the repairs to an acceptable standard. If the repair is left undone and the tenancy terminated then the cost of repairs would be recharged to the former tenant.

9.10 Inspections and Rechargeable Repairs

Pre-vacation inspections will be carried out by the Council during the notice period prior to the tenant vacating to establish possible rechargeable repairs. This will be undertaken for all notified terminations, transfers and mutual exchanges where access is possible before the tenant vacates the property.

9.11 Recharging the tenant after a void inspection

If a forwarding address is known for the former tenant, the Property Inspector shall inform the former tenant in writing of the reasons for the recharge, cost of the repair and the method of payment. An invoice should be produced and sent to the tenant within four weeks of the repair being completed.

Where a forwarding address is unknown the Council will seek to trace the address through its own means and utilisation of a tracing company. If still no address is found details of the recharge will be held and reinstated if the former tenant reappears as a housing applicant.



9.12 Invoices for recharges

Invoices for rechargeable repairs shall be treated as sundry debts and not a sub account of the main rent account.

9.13 Examples of Rechargeable Items

The following are examples of repairs that will be classed as tenant responsibilities and therefore recharged to the tenant. The Council will make allowances for reasonable “wear and tear “over the duration of the tenancy.

- Replacement banisters and balustrades removed by tenant.
- Any damage to internal doors.
- Damaged electric sockets and switches, where painted by tenant.
- Lock change, when keys lost or stolen
- Renew house numbers
- Renew letter plates
- Renew plug and chain to wash-hand basin, bath or sink
- Re-glazing
- Rubbish left when vacating property
- Unblocking waste trap to wash-hand basis, bath or sink.
- Worktops and kitchen units damaged
- Loss of window lock keys
- Unauthorised alterations (cost to rectify)
- Wilful damage and neglect, e.g. cigarette burns, damage by pets
- Removal of graffiti/stickers
- Correction of wilful or accidental damage to decoration
- Clearing and tidying gardens.

10 VOID PROPERTIES

The Council aims to let void properties as quickly as possible in order to minimise rent loss due to void works. In order to achieve this, the Council will work with the outgoing tenant to ensure that the property is left in a clean and tidy manner. The Council has a minimum lettable standard in place and this defines as far as practically possible the nature and extent of repair work that will be carried out prior to a property being let. This standard will be periodically reviewed in consultation with tenants to ensure that it meets general expectations and good practice. Where void properties are likely to require major improvement (e.g. rewiring, new kitchen or bathroom) in the next five years then these works will be completed whilst the property is vacant. This will reduce the likely level of responsive repairs required after letting and provide for a more efficient method of delivering these improvements in an empty rather than occupied property.

10.1 Re-let Repairs

The Council wishes to re-let its properties safely and as quickly as possible. However, the Council is under a Legal duty to ensure that the property is Fit for human Habitation



at the point of letting within the meaning of the Homes (Fitness for Human Habitation Act 2018) with, regard to its condition in respect of the following matters:

- repair,
- stability,
- freedom from damp,
- internal arrangement,
- natural lighting,
- ventilation,
- water supply,
- drainage and sanitary conveniences,
- facilities for preparation and cooking of food and for the disposal of waste water;
- in relation to a dwelling in England, any prescribed hazard which are:
 - damp and mould growth
 - excess cold
 - excess heat
 - asbestos and manufactured metal fibres
 - biocides (chemicals that treat mould)
 - carbon monoxide
 - lead
 - radiation (from radon gas, which is airborne or in water)
 - uncombusted fuel gas (leaks in gas appliances)
 - volatile organic compounds (chemicals which are gases at room temperature)
 - crowding and space
 - entry by intruders (such as not having a lock on your front door)
 - lighting
 - domestic hygiene, pests and refuse (including inadequate provision for disposal of waste water and household waste)
 - noise
 - food safety
 - personal hygiene, sanitation and drainage
 - water supply
 - falls associated with bath or shower
 - falls associated with stairs and steps
 - falls on the level (danger of falling on a flat surface)
 - falls between levels (danger of falling from one level to another, for example, falls out of windows)
 - electrical hazards
 - fire and fire safety
 - hot surfaces and materials
 - collision and entrapment
 - explosions
 - physical strain associated with operating amenities (i.e. very heavy doors)
 - structural collapse and falling elements



In order to achieve this South Derbyshire District Council has a minimum standard for to be met by all properties being relet.	
Cleanliness	All properties will be thoroughly cleaned.
Appliances	All appliances will be tested as necessary and checked for working condition.
Services	<p>All properties will have a full electrical inspection. A copy of the certificate will be passed to the incoming tenant at sign up.</p> <p>All properties with gas will have a gas soundness test carried out. The resultant certificate, along with the current existing landlord's gas safety certificate, will be passed to the incoming tenant at sign up.</p> <p>Suitable meter box keys will be provided.</p>
Decoration	All walls and ceilings will be in a good state of repair and decoration, or a decoration allowance will be issued (Decoration Vouchers).
Heating	<p>All properties will either have full central heating or an alternative space heating system. The systems will be checked for effective operation.</p> <p>An instruction leaflet explaining method of operation will be passed to the incoming tenant at sign up.</p>
Kitchens	All properties will have kitchens that are clean and serviceable, worktops should permit the safe preparation of food.
Fire Protection	All properties will comply with all current fire regulations and be fitted with one mains wired smoke detector per floor.
Bathrooms	All properties will have bathrooms that are clean and serviceable.
Floors	All properties will have floors that are sound and cleanable.
Security	All properties will be secure and three keys per lock type will be provided. If window locks are fitted, keys will be provided.
Windows	All windows will be secure and checked for operation.
Insulation	All roof spaces will be insulated.
Damp	All properties will be free from damp and mould growth.



Roofs	All roofs will be structurally sound and weather tight.
Drains/Gutters	All drains/gutters will be free from obstruction and leaks.
Garages and Outhouses	All garages and outhouses will be checked for condition and be free from rubbish.
Fences/ Boundaries	All fences and walls forming a boundary should be intact and in good condition. Where fencing is in poor condition and has to be removed – simple post/wire fencing will be installed.
Garden Rubbish	All gardens will be left in a manageable condition for the incoming tenant.
Paths/Driveway	All paths/driveways will be sound and free from trip hazards.

There may be some non-urgent repairs that can be carried out after a new tenant has occupied the property.

10.2 Decoration Allowance

Internal decoration of properties is the responsibility of tenants under the tenancy agreement. The Council will make sure that the decoration requirement of the Fit to Let Standard is achieved for all properties. In some cases, this may mean that a property or part of a property has been decorated. In others, the Council currently has a decoration allowance scheme to assist tenants with the redecoration of their new home. This operates as follows:

- where decoration is carried out by the Council it will be a basic standard of magnolia emulsion for walls and white gloss paint for internal joinery.
- as part of the post termination inspection, an assessment will be made of the decoration allowance to be paid. There is a maximum figure £300 per property or this may be varied by the Head of Housing by up to 100%; in exceptional circumstances.
- in the case of transfers, if redecoration requirements are only revealed at the post termination inspection, the estimated cost of the work will be deducted from any decoration allowance payable to the previous tenant prior to them taking their new tenancy;
- the decoration allowance will normally be paid in vouchers to be redeemed at a nominated DIY store. Alternatively, a cheque up to the allowance value can be issued on production of receipts within one month of taking up the tenancy. Tenants will be advised that they should buy the decorating supplies within one month of taking up the tenancy.



11 REPAIRS UNDER RIGHT TO BUY

Until the purchase is completed, the Council must keep in repair, the structure and exterior of the property and keep in repair and proper working order, the installations in the house for the supply of water, gas and electricity and for sanitation.

Additionally, the Council is obliged to carry out all Qualifying Repairs under the Tenants Right to Repair, apart from those cited above, Qualifying Repairs also include items such as leaking roof, blocked sink, bath or basin and loose or broken banisters or handrails, Repairs will continue to be re-charged if the tenant has caused damage to the property or fittings.

The Council also has an obligation to carry out gas servicing on an annual basis until the date that the house is sold to the tenant

12 LEASEHOLD PROPERTIES

More details regarding the repair and maintenance of Leasehold properties are included within the Council's Leaseholder Handbook.

The Council insures the structure of the building on behalf of the leaseholders and its other tenants. The Council and leaseholders have certain responsibilities under the terms of the lease. A summary of the main responsibilities for each party are listed below, however, you will need to refer to your lease for full details of all the responsibilities:

Council Responsibility	Leaseholder Responsibility
All issues relating the structure and communal areas of the building	Internal decoration of the flat.
All communal areas both internal and external.	Internal floor coverings and floor boards.
All communal fixtures and fittings including rainwater pipes, gutters and fascia boards.	Internal fixtures and fittings which include internal pipes, taps, sinks and sanitary fittings.
The provision of any communal TV aerial, cleaning service and communal electricity	The maintenance of any heating system which serves the leaseholder's property including the annual gas servicing and any repairs.



The repair and maintenance of any shared pathways, boundary walls and car parking areas, as well as communal gardens and grassed areas.	Fuses, light fittings and other electrical and gas appliances, including the connection to mains electrical and gas supplies provided by authorised supply companies
The provision of an adequate buildings insurance policy.	<p>Fences and boundary walls that have been sold to the leaseholder as indicated in the lease agreement.</p> <p>Outside drainage.</p> <p>Any additions to the original structure that the leaseholder has made with the Council's consent including conservatories, porches and sheds.</p> <p>Maintenance of door entry systems that serve the property.</p> <p>The freezing or bursting of internal pipes.</p> <p>Fire risk assessment work.</p> <p>Internal wall coverings as well as internal doors, tiles and skirting boards and the like.</p> <p>Replacement and cleaning of windows</p>

12.1 The leaseholder should report repairs for which the Council is responsible either by phone, e-mail or in person.

Dealing with repairs where there is a mutual obligation on the Council and leaseholder can be a complex process. However, it is important that an owner-occupier pays an appropriate share of the bill for common part repairs.

- when tenants submit an application to purchase they will be given advice on the implications of their decision including future maintenance issues and mutual repair obligations
- when the sale is finalised, the new owner is provided with a simple list of mutual repair obligations reflecting the terms of the missive of sale;
- at the same time the new owner will be advised of the Council's policy for mutual repairs and the arrangements for dealing with mutual repairs;
- all tenants who have previously purchased properties should be advised of the arrangements for dealing with mutual repairs.



- in the case of routine repairs the Council and the owner will have the opportunity to obtain estimates for the work and agree on who should carry out the work with the cost being shared;
- in the case of emergency or urgent repairs the work may have to be done without estimates and agreement reached on the cost after completion of the work.

13 Monitoring Performance

It is important to assess whether repairs have been carried out to a satisfactory standard and that tenants are satisfied with the way they are carried out.

The Council shall maintain internal information systems which are based around ensuring effective monitoring, control and reporting of its repairs and maintenance activities. Comprehensive records of all repairs and maintenance work shall be held with a view to demonstrating transparency in the way work has been carried out and authorised.

The Council will monitor repairs and maintenance performance using both regulatory and local performance indicators as follows:

Performance Indicators

- Number and average time taken to complete Emergency repairs.
- Number and average time taken to complete urgent and routine repairs
- Tenant satisfaction with repairs and maintenance services.
- How many times in the reporting year the Council did not meet its statutory obligations to complete a gas safety check within 12 months of a gas appliance being fitted or its last check
- The number of pre and post inspections carried out.
- All repairs expenditure against specific budgets.
- Average time taken to complete Void repairs. The Council will periodically ask tenants about their satisfaction with the repair and maintenance service. This may be through the regular STAR tenant satisfaction survey or through individual, ad-hoc surveys. These will be completed within the framework of the Housing Customer Engagement Strategy

To further assess the quality of repair work the Council will carry out inspections of:

- 10% of all repairs completed
- repairs to void properties
- repairs to external/communal areas

This sample will be increased in areas where contractors may be performing poorly or there are particular areas of dissatisfaction raised by tenants.



14 POLICY REVIEW

The Council will review this Policy every five years in consultation with tenants. More regular reviews will be considered where, for example, there is a need to respond to new legislation/policy guidance. Reviews will consider changes to legislation, regulations, performance standards and good practice.

