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REPAIRS POLICY

**South Derbyshire
District Council**

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Introduction

This document details the Repairs Policy of South Derbyshire District Council as adopted in June 2004. It was adopted following a period of consultation with tenants and their representative body, TACT. It will be kept under review and will be due for a full-scale review in June 2006.

Objectives of the Repairs Policy

- To provide a prompt, efficient and cost effective response repairs service
- To ensure that tenants have clear information about the operation of the repairs service and that the process of repair reporting is simple
- To achieve high standards of customer care
- To comply with legislation relating to the repairs duties of Councils
- To ensure that homes are warm and dry and in a good state of repair
- To maximise the useful life of the housing stock by achieving a balance in spending on planned maintenance and day to day repairs
- To minimise damage to properties
- To monitor the performance of the repairs service by taking into account feedback from tenants

Reporting Repairs

The following principles of repairs reporting procedures will apply:

- New tenants will be supplied with a Repairs Leaflet that provides information on how to report repairs in person, by telephone or by e-mail. This includes information on how to report repairs during and outside office hours;
- Procedures will be simple and accessible to tenants;
- Clear arrangements will be made for reporting emergency repairs out of office hours;
- 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;
- Tenants will receive a letter confirming the repair request, timescale for completion and contractor details. In addition, they will receive a repairs satisfaction questionnaire to complete and return to the Civic Offices.
- Some repair requests will require inspection before work is ordered. If so we will inspect on a day agreed by mutual consent.

Responsibility for Repairs

The Council has a legal obligation to keep the structure of the house in good repair and to keep it wind and watertight. *The tenant has a responsibility to report repairs as soon as possible after becoming aware of them.*

The Responsibility of the Council and the Tenant for Repairs

Responsibility for repairs is shared between the Council and the tenant. The table below shows who is responsible for what.

Bathroom - Who is responsible?

	Us	Tenant	Comments
Baths	✓		
Shower unit		✓	Unless we provided the unit
Toilet bowl	✓		
Toilet cistern	✓		
Toilet seat	✓		
Wash hand basin	✓		
Taps	✓		
Plugs and chains		✓	

Doors - Who is responsible?

	Us	Tenant	Comments
Outside doors including hinges, handles and letterbox	✓		
Door name plate/number		✓	
Door bell		✓	Unless we provided it
Door locks (outside)	✓		Unless the tenant has broken or lost the key
Keys		✓	
Glass in door or screen		✓	Unless caused by recorded vandalism/break-in
Inside doors	✓		
Locks on inside doors		✓	
Door entry system	✓		

Electricity - Who is responsible?

	Us	Tenant	Comments
Electric plugs		✓	
Electric wiring (including sockets)	✓		
Fuse box, fuses/MCB	✓		
Fuses (main) ELCB	✓		
Fuse on plug		✓	
Light holder (including pendants and ceiling roses)	✓		
Light bulbs		✓	
Fluorescent tubes & starters		✓	

Supply of electricity	✓	In conjunction with electricity provider
Any electrical appliance or system fitted by you	✓	Unless adopted by the Council.

Heating - Who is responsible?

	Us	Tenant	Comments
Ash carrier or pan	✓		
Fire grate, nest or basket	✓		
Fire front, surrounds and hearth	✓		
Fire tools		✓	
Fireplace tiles	✓		Unless damaged by tenant
Solid fuel central heating	✓		
Back boiler	✓		
Coal bunkers	✓		Only if solid fuel heating is provided by the Council
Chimney sweeping		✓	
Gas fires	✓		
Gas central heating (including water pipes, radiators, timers, thermostats, pumps, etc.	✓		
Gas water heater	✓		
Gas piping	✓		
Electric fires (fixed)	✓		
Electric fires (plug-in)		✓	Unless we provided it
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?

	Us	Tenant	Comments
Cookers		✓	Unless we provided it
Kitchen work tops	✓		
Kitchen units	✓		
Sink bowl and drainer	✓		
Any kitchen fittings provided by you		✓	
Clothes pulley		✓	

Plumbing - Who is responsible?

	Us	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 we provided it

Structure - Who is responsible?

	Us	Tenant	Comments
Chimney including pots and cowls	✓		
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?

	Us	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	✓		
Window sill	✓		
Ropes for sash cord windows	✓		

Other - Who is responsible?

	Us	Tenant	Comments
Front and side boundary fences or walls adjoining open land	✓		
Rear boundary fences		✓	
Fences between gardens		✓	
Gates	✓		
Driveways		✓	Unless it forms part of a pedestrian access to the house
Paths giving access to house	✓		
Garages	✓		Only if it was provided by us
Greenhouses		✓	
Garden sheds		✓	
Outbuildings		✓	Unless it was provided by us
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
Outside decoration	✓		
Smoke alarms	✓		Replacing batteries is the tenant's responsibility
Carbon monoxide detectors	✓		If fitted by the Council
Washing machines and dryers provided by the Council	✓		
Pest control	✓		
Floor coverings including Laminate flooring		✓	Unless provided by the Council e.g. kitchen floor tiles

Repairs Categories and Timescales

Although the Council intends to respond to every repair as quickly as possible, it is necessary to categorise repairs in order that work required throughout the District can be properly programmed taking account of efficiency, costs and Health and Safety issues. By the nature of Urgent and Emergency work this costs the Council more to carry out as workmen are less able to programme it around other work. Therefore all work that is appropriate for the category will be issued as a Routine repair.

Repairs will be categorised as follows:

- Emergency asap within 1 working day
- Urgent within 3 working days
- High Priority within 9 working days
- Routine within 20 working days (*28 actual days*)

Emergency and high priority work can be broadly defined as follows:

Emergency Where there is an immediate risk:
(Asap upto 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 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

High Priority Where works on a routine 28 day timescale would lead to other repair problems or cause a high level of inconvenience to the tenant e.g. missing roof slates, broken wc seat.

All other repairs will be done in the longer timescale of 20 working days under the routine category. Some of these routine works will also be held back if it is known that other properties in the street, estate, village or settlement require the same work. A programme of low priority, planned work will then be drawn up. This category of repair will be especially appropriate for work of a preventative nature such as gutter cleaning, fencing and path repairs. Tenants will be informed in writing if any repair is delayed due to incorporation into a planned programme.

Exceptions to the timescales would only be made where, for medical or social reasons, carrying out the repair in the normal timescale would cause suffering to the occupiers.

Occasions may arise when, due to budget restrictions, certain categories of repair may have to be suspended. Tenants will be informed, in writing, in all cases where a repair is delayed or held. The reason for the delay will be explained and the likely timescale for the repair to be completed will be given

Rechargeable Repairs Policy

1. General Guidance

1.1 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.

1.2 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.
- 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 *unrecorded* burglary or 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 repeated burglary may be as a result of illegal or inappropriate tenant behaviour the Head of Housing will have discretion to insist 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.

Rechargeable Repairs Procedure

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 which includes damage by acts of vandalism, accident or attempted or actual burglary.

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

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.

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 Maintenance Inspector 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 South Derbyshire District Council and recharged. A decision must be reached on the tenant's ability to remedy the situation. Where this is not practical, South Derbyshire District Council will undertake the work and recharge to the tenant.

5. Accidental Damage

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

6. Vandalism

Where damage is caused by vandalism, the circumstances of each case shall be considered before applying a recharge to the tenant.

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.

8. Out of Hours Repairs Service

The out of hours 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 shall be recharged with the cost of that call out charge.

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 Maintenance Inspector 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 Maintenance Inspector 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 Maintenance Inspector shall inspect the work. Where the work is complete, the Maintenance Inspector shall check to ensure it is to the specification required by the Council. Where the work is not to the specification required, the Maintenance Inspector 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 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 South Derbyshire District Council unless the tenant accepts and signs to agree that the cost will be recharged prior to being undertaken.

10. Inspections and Rechargeable Repairs

Pre-vacation inspections will be carried out by the Maintenance Inspector 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.

11. Recharging the tenant after a void inspection

If a forwarding address is known for the former tenant, the Maintenance 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 later reappears as a housing applicant.

12. Invoices for recharges

Invoices for rechargeable repairs shall be treated as sundry debts.

Examples of Rechargeables

The following are examples of repairs that will be classed as tenant responsibilities and therefore recharged to the tenant.

- Artexed walls carried out without permission, and which in the Council's opinion pose a health and safety risk.
- 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 letterplates
- Renew plug and chain to wash-hand basin, bath or sink
- Re-glazing
- Rubbish left when vacating property
- Unblocking waste trap to wash-hand basin, 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

Re-let Repairs

The Council wishes to re-let its properties as quickly as possible so that people waiting for houses can move in. However it is also important that the properties are in a good condition for the new tenants.

Repairs to empty properties will be carried out within the following timescales:

- five working days
- ten working days
- twenty working days (only in exceptional circumstances where extensive repairs are required)

When a property is re-let the following standards will apply:

- it will be wind and watertight
- it will be in a clean condition;
- it will be secure;
- access to the property will be safe;
- the garden will be cleared of rubbish and grass cut where it would be difficult to cut with domestic equipment;
- doors and windows will be in working order;
- gas and electrical supplies will be checked for safety and will be in good working order. A copy of the report on the last gas servicing visit will be made available to the new tenant;
- plumbing services will be checked and in working order;
- heating systems will be safe and in working order;
- chimneys serving coal fires will be swept;
- internal glazing will be intact and comply with safety standards;
- floors will be stable and free from collapse or rot;
- there will be no polystyrene tiles in the property;
- there will be a functioning bath or shower, toilet and wash hand basin;
- kitchen units will be overhauled and repaired with a minimum standard being the provision of a sink, double base unit and double wall unit where space allows;
- smoke alarms will be in working order;
- banisters and balustrades will be safe;
- plaster on walls and ceilings will be checked and repaired;
- installations by former tenants will be left if they are safe;

In order to re-let properties as quickly as possible not all repairs are necessary before the new tenant moves in. Some are essential and these would include repairs

- essential to make the property habitable for health, safety and security;
- which are impractical to do in an occupied property;
- involving the removal of substandard alterations made by tenants.

The procedure for staff dealing with re-let repairs will be as follow:

- a pre- termination inspection will be carried out within two weeks of the notice of termination being received;
- a standard inspection form will be completed and signed by the outgoing tenant and the Housing Inspector. It will include details of any repairs which are the tenant's responsibility;
- a void inspection will be carried out within 48 hours of the keys being received and a standard form completed.
- a note will be made of repairs which have to be carried out before the tenant moves in and those which could be left until after the tenant moves in;
- all repairs will be authorised within 48 hours of the inspection and the shortest possible timescale selected. The aim should always be to complete the repairs as quickly as possible to allow the property to be re-let;
- the property will be inspected after essential repairs have been carried out and a form completed for agreement with the new tenant on repairs which will be carried out after the tenant moves in.

Decoration Allowance

The Council has introduced a decoration allowance scheme, which operates as follows:

- the tenant, subject to the following exceptions, will carry out all decoration including the stripping of wallpaper:
 - sheltered and amenity houses where redecoration will be carried out by the Council if this is required;
 - houses fully adapted for wheelchair use where redecoration will be carried out by the Council if this is required;
 - exceptional individual cases at the discretion of the Housing Manager. This will include houses which are in very bad decorative condition and where the maximum decoration allowance will not cover the cost of redecoration. In these cases the outgoing tenant will be billed for the cost of the work.
- where decoration is carried out by the Council it will be to an agreed common standard;
- as part of the post termination inspection, an assessment will be made of the decoration allowance to be paid. This will be up to a maximum figure of £90 per property;
- 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 for the new tenancy;
- the decoration allowance will normally be paid in vouchers to be redeemed at nominated DIY stores. 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.

Allowable Repairs When a Right To Buy Application Exists

Until the purchase is completed, the Council must keep in good repair, the structure and exterior of the property and keep in good 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. 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

Repair Obligations once a property is purchased - Shared Services and Facilities

When a council house is sold under the Right to Buy legislation, there are various obligations imposed upon the new owner and the subsequent purchasers of the property contained in the Transfer document. In particular, where services or facilities are shared, in common, with occupiers of adjoining or neighbouring properties, there will be an obligation for the owner to pay to the Council a proportionate part of the cost of repairing, renewing, replacing or re-laying all or any of the following:-

- *paths, passages, driveways,*
- *roofs, chimney stacks,*
- *rainwater gutters, gullies, spoutings and*
- *downpipes, drains, sewers (other than a public sewer)*
- *water and gas pipes and electricity cables*

and other things of whatsoever kind or nature currently used or enjoyed, in common, by or in connection with the property and any adjoining or neighbouring property for the time being belonging to the Council.

The obligations contained in the Transfer are legally binding upon the new owner and subsequent purchasers of the property. Thus, the costs of the above (if and when incurred) are to be shared in equal proportion between all the owners of the properties who have the benefit of the service or facility. Where some properties remain in the ownership of the Council, the Council will bear a proportionate part of the costs on behalf of their tenant.

The Council is working towards achieving the following policy:

- *in the case of routine work the Council shall notify all owners of 'sold' properties affected, advising them of the nature of the proposed work and explaining that the Council will be obtaining estimates for the work and the owners will have the opportunity to obtain estimates for the work too, within an agreed timeframe. The Council and the owners should then agree on who should carry out the work with the understanding that the costs of the work would be shared in equal proportion by all the properties having the benefit of the service or facility, as stated in their Transfer document;*
- *in the case of emergency or urgent repairs the work may have to be done by the Council without estimates and agreement as to who should undertake the work, but the owners would still have to share the costs of the work in equal proportion with all the properties having the benefit of the service or facility, as stated in their Transfer document. The Council shall notify all owners as soon as practically possible of any proposed emergency or urgent repairs;*

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 housing repairs computer system produces an acknowledgement letter for every works order which is raised. It includes a tenant satisfaction questionnaire to be returned to the Council. The results of these surveys will be reported to the Housing and Community Services Committee and to tenants;
- to further assess the quality of repair work the following categories of repair will be post inspected:
 - 10% of all repairs; 9% to be selected at random and 1% at the discretion of Housing Inspectors
 - all repairs over £750
 - all repairs to void properties
 - repairs to external/communal areas
 - work of new contractors or those suspected of poor performance
 - 10% of all properties where a decoration allowance is paid

