

Appendix A

CYNGOR SIR POWYS COUNTY COUNCIL

Housing Services

Repairs and Maintenance Policy

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This document is available on request in alternative formats (e.g. Large print type / Braille / on tape).

Housing Services

Housing Repairs and Maintenance Policy

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1. Introduction

1.1. Policy background and coverage

- 1.1.1. Powys County Council Housing Service (the Council) is committed to providing an effective repairs and maintenance service to ensure high levels of resident satisfaction and to protect the value of its housing stock.
- 1.1.2. The Council will ensure that it provides a repairs and maintenance service in accordance with best practice and relevant policy, legislation, regulatory compliance and Council housing service standards.
- 1.1.3. The Council will where it has discretion, exercise it in a reasonable, fair and equitable manner.

1.2. Responsibilities

- 1.2.1. The Council is responsible for the maintenance, repair, servicing and replacement of the structure and common parts of its properties, as set out in the tenancy, leasehold or licence agreement.
- 1.2.2. The tenant is responsible for reporting repairs to the Council and must allow access to their property in order for works to be carried out.
- 1.2.3. The tenant is responsible for the maintenance, repair and replacement of certain minor items within the home, as set out in the agreement with the Council.
- 1.2.4. The tenant is responsible for maintaining, repairing and servicing of alterations that are carried out by the tenant.

2. Responsive repairs service

2.1. Objective

- 2.1.1. The Council will ensure there is an effective responsive repairs service for its tenants and leaseholders. This will ensure that they are able to enjoy their homes and estate environment. It also maintains the value of the Council's assets.
- 2.1.2. The Council's aim is to ensure that the right work is done at the right time and right the first time.

2.2. Reporting defects

- 2.2.1. The Council will ensure that defects can be reported in any of the following ways:

- by telephone
- on-line through the Powys County Council website
- in writing
- by e-mail
- via any member of Housing staff

- 2.2.2. The Council will ensure that sufficient advisors are available to answer calls between 08:00 – 17:00 Monday to Friday excluding public holidays.

- 2.2.3. Emergency repair requests can be reported out of hours, 24 hours a day, seven days a week by telephone, except for gas leaks.

- 2.2.4. Gas leaks need to be reported to the National Gas Emergency Service on 0800 111 999. An engineer will normally attend to all gas leaks within two hours.

2.3. Repair categories and target times

- 2.3.1. The Council has established three categories of responsive repair:

- emergency repairs
- urgent repairs under the Right to Repair
- other repairs

- 2.3.2. Emergency repairs are repairs that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to buildings and property. Examples of emergency repairs are major water pipe leaks; total power failure; serious roof defects; lightning, storm or flood damage; complete lack of usable toilet facilities; loss of all heating and hot water in the property; unable to secure main entrance to property. The Council or a suitable appointed contractor will attend emergency repairs within two hours of receipt of the call.

- 2.3.3. Urgent repairs under the Right to Repair are defined in “The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994”, and are not emergency repairs. These repairs will be carried out within the specified time laid down unless by the express agreement of the tenant. The “Right to Repair” chapter details these repairs including required response times.
- 2.3.4. Other repairs will be attended to at a time suitable to the tenant, this will usually be within seven calendar days of receipt of the repair request, unless a longer delay is expressly requested by the tenant. This does not mean that all repairs must be completed within seven days, but that at least one visit will have been made to commence work.
- 2.3.5. Repairs will be carried out in as few visits as possible, with the expectation that the majority are carried out on the first visit.
- 2.3.6. If a repair cannot be completed on the first visit, a further appointment is to be arranged with the tenant before the Operative leaves the property. This appointment will be within seven calendar days of the visit unless a longer delay is expressly requested by the tenant or if specialist materials or plant are required that cannot be sourced within the timescale. In the latter case the next visit will be at the earliest possible opportunity.

2.4. Appointments

- 2.4.1. Where reports are received by telephone, a specific timed appointment will be arranged and agreed with the tenant during the call.
- 2.4.2. For repair requests reported by other means, the tenant will be contacted to arrange a timed appointment within 24 hours of receipt of the report.
- 2.4.3. The Council or their appointed contractor will offer an appointment as soon as possible, within the target times. If the tenant prefers an appointment at a later date, then this will be agreed, unless the repair is needed urgently to avoid further damage or on health and safety grounds.
- 2.4.4. If it becomes necessary to rearrange an appointment, the tenant will be informed as soon as possible by telephone or text, and in any event within two hours of staff becoming aware of the situation.
- 2.4.5. Where the Council or their contractor is not able to speak with the tenant on the phone, written confirmation will be provided to the tenant.
- 2.4.6. As a minimum service, appointments will be offered from Monday to Friday between 08.00 and 15.30. There needs to be sufficient time to finish the job by 16.00.
- 2.4.7. If the tenant needs to rearrange an appointment, the tenant is expected to inform the Council as soon as possible. This will reduce the number of missed appointments, wasted officer time and unnecessary costs.

2.5. Contracts

The Council may achieve value for money in delivering a responsive maintenance service by tendering contracts and entering into framework agreements with contractors. Information about contracts awarded and partnering arrangements will be published in the tenants' newsletter and on the Council's website.

3. Planned cyclical maintenance

3.1. Introduction

- 3.1.1. The Council will develop an annual planned cyclical maintenance programme, to ensure that its homes are maintained in a good condition.
- 3.1.2. The Council will have a Welsh Housing Quality Standard compliance policy, setting out in detail the Council's interpretation of the standard and covering planned improvements.

3.2. Cyclical maintenance – no service charge

- 3.2.1. Cyclical maintenance is carried out at regular intervals. The Council will undertake the following programmes on a cyclical basis:
- all statutory servicing requirements
 - heating and gas installation
 - electrical installation
 - fire detection systems
 - sewage systems provided by the Housing Service
 - external surfaces of the property that require an applied finish to maintain its weather tightness.
- 3.2.2. Tenants will not be charged for these services.
- 3.2.3. Leaseholders will receive the service they are entitled to and be recharged according the terms of their lease agreement.

3.3. Cyclical maintenance – service charge

- 3.3.1. The Council will ensure that:
- communal areas within blocks of flats and sheltered schemes are regularly cleaned
 - grounds maintenance takes place
 - communal installations, like lifts, stair lifts and door entry systems are serviced
- 3.3.2. Tenants and leaseholders will have to pay a service charge for these services in addition to the rent. The Council may charge home owners – not being leaseholders.
- 3.3.3. Where the use of a communal room and facilities in sheltered schemes is open to others, the cleaning costs will be shared, and charged to all users.

3.4. Annual programme

- 3.4.1. Annually, the Council will agree a schedule of planned cyclical maintenance for its properties. The schedule will be developed from the Councils property

management information system and will be prioritised against the following factors:

- the impact to the resident
- the current condition of the property
- statutory requirements
- long term impact of not servicing the property or equipment
- budgetary constraints
- the impact on other maintenance or improvement work streams

3.4.2. The Council will publish details of the properties that will benefit from the cyclical maintenance programme. This will include details of the works to be undertaken and the properties which will benefit from the work. The information will be published in the tenants' newsletter and on the Council's website.

3.4.3. The Council will seek to achieve value for money in delivering cyclical maintenance programmes by tendering contracts on a regular basis and entering into framework arrangements with service providers.

3.4.4. The contracts will be agreed for a specified period of time, ensuring a balance of quality and cost with the successful contractor is achieved.

3.4.5. All statutory service contracts will be carried out in accordance with the relevant legislation. The Council will keep records of inspections and verification.

3.4.6. The Council will inspect communal areas and grounds on a regular basis to monitor the quality of the services.

3.4.7. Once the schedules have been set, the Council will manage the service contracts appropriately to ensure compliance and high levels of customer satisfaction.

3.4.8. The council will investigate complaints about the quality of the services.

3.5. Informing residents

3.5.1. The Council will contact the affected residents, providing them with advance notice of the intended commencement of the work, its anticipated impact on the tenant and the contact details of the contractor who will be undertaking the work.

3.5.2. Where access to the home is required, the contractor will arrange any appointments with the tenant.

3.5.3. The Council will provide details of the specifications and schedules to residents, who pay service charges. The information will include:

- contact details of the contractor providing the service
- the regularity that works are to be undertaken
- the specification that the contractor is required to work to

4. Right to Repair

4.1. Objective

The Council will comply with the Right to Repair regulations.

4.2. Qualifying repairs

4.2.1. Qualifying repairs are detailed in the Right to Repairs Regulation. It includes certain defects that need urgent repair up to a value of £250.

4.2.2. Defects to be repaired within the **next working day**:

- total loss of electric power
- unsafe power or lighting socket, or electrical fitting
- total loss of water supply
- total or partial loss of gas supply
- blocked flue to open fire or boiler
- total or partial loss of space or water heating between 31st October and 1st May
- blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan
- toilet not flushing (where there is no other working toilet in the dwelling-house)
- leaking from water or heating pipe, tank or cistern
- insecure external window, door or lock

4.2.3. Defects to be repaired within the **next three working days**:

- partial loss of electric power
- partial loss of water supply
- total or partial loss of space or water heating between 30th April and 1st November
- blocked sink, bath or basin
- tap which cannot be turned
- loose or detached bannister or hand rail
- rotten timber flooring or stair tread

4.2.4. Defects to be repaired within the **next seven working days**:

- leaking roof
- door entry phone not working
- mechanical extractor fan in internal kitchen or bathroom not working

4.3. Advice and compensation

4.3.1. The Council will offer an appointment service or send an external contractor as detailed in the chapter "*Responsive repairs service*".

4.3.2. A tenant that reports a qualifying repair will be informed of this and given a date by which the defect should be repaired.

- 4.3.3. An appointment will be offered within the prescribed target times.
- 4.3.4. The tenant will be informed they should contact the Council if a repair does not take place within the prescribed timescale.
- 4.3.5. Where the tenant informs that the defect has not been repaired within the timescale, the Council will ensure the tenant is offered a second appointment, within the prescribed number of working days after the tenant reports the defect has not been repaired.
- 4.3.6. Where the qualifying repair has not been repaired for the second time, tenants are entitled to claim compensation of £10 plus £2 for every day up to a maximum of £50. This does not apply where the tenant could not provide access or if there are exceptional circumstances outside the control of the Council.
- 4.3.7. The Council will ensure that information about the Right to Repair Scheme is available to tenants on the Council's website and in the Tenants' Handbook.

5. Recharging repairs

5.1. Objective

The Council will ensure that tenants pay the costs of repairs they are responsible for.

5.2. Rechargeable repairs

- 5.2.1. The Tenancy Agreement sets out tenants' responsibilities for maintenance and repairs at their expense. These include:
- replacing damaged door handles, latches and door knockers
 - replacing locks and keys where lost or damaged
 - replacing broken locks and hinges (including outhouses)
 - unblocking sink, bath and lavatory waste pipes, and cleaning gullies, where blockage is caused by household waste
 - replacing window and door glazing as a result of damage or breakage; the tenant is not responsible for breakage caused by the Council or its contractors (including breakage caused by poorly fitted glazing)
 - replacement of internal doors where wilfully damaged
 - trimming of doors to clear floor coverings
 - plugs and chains to baths, sinks and basins
 - toilet seats and covers
 - replacement of cracked and broken wall tiles
 - electrical fuses, bulbs, tubes and plug tops
 - shelving, coat hooks etc.
 - pelmets and curtain fittings
 - internal decoration, including any minor making good to walls
 - replacement of fire baskets, frets, bars, fire bricks and glass strips to heating appliances where these are less than 2 years old
 - inter-property fencing (this is fencing between neighbours at the side of a property)
 - flexible gas tubes to gas cookers
 - paths (except for main paths leading to front and back doors)
 - dustbins and clothes drying facilities (except where these are provided by the Council in communal areas)
 - maintaining the interior of the premises to a reasonable standard of decoration, repair, safety and cleanliness
 - keeping the garden for which the tenant is responsible, in a safe condition
 - trimming hedges for which the tenant is responsible, to a reasonable height and width, having regard to the neighbouring environment and the proximity of footpaths, roads and public highways
 - maintaining, repairing and servicing of equipment and alterations installed or carried out by the tenant
 - repairing damage caused by the tenant, members of their household, or their visitors, either on purpose or by neglect. This includes repairs that could have been prevented if the tenant would have informed the

Council earlier of an existing issue or where a tenant refused entry to carry out maintenance or checks

- repairing damage by frost, fire or water, when no reasonable precautions were taken by the tenant

5.2.2. The Council may carry out tenant's repairs on the tenant's behalf. Payment will be required in full before any tenant's' repair work is carried out.

5.3. Recharging for repairs

5.3.1. The Council will charge tenants for repair works carried out on their behalf where this expenditure has been caused either by damage which is not the result of fair wear and tear, or by unauthorised alterations to the property.

5.3.2. Payment will be required in full before any re-chargeable repair work is carried out, with the following exceptions where:

- an emergency response is required
- the property has to be made secure at the direction of the police where they have forced entry (costs will be recharged as appropriate to either the resident or the police)
- the repair is prejudicial to the health and safety of the household (for example a blocked WC)
- the disrepair could cause or is causing damage to other parts of the property or to other properties
- the Council considers that the disrepair could lead to deterioration in the appearance of the area
- the Council is satisfied that genuine hardship exists

5.3.3. In the above circumstances, an affordable repayment plan will be agreed in writing between the tenant and the Council.

5.3.4. The tenant will be advised they are free to hire a qualified suitable private contractor to carry out repairs that are the responsibility of the tenant where it is safe and reasonable to use a private contractor. The tenant will remain responsible that a tenant's repair is carried out to the same standard that the Council would have achieved.

5.4. Rechargeable repairs during a tenancy

5.4.1. All requests for repairs reported by tenants will be assessed against the Council's repairing obligations, as outlined in the tenancy agreement.

5.4.2. Where a requested repair is deemed to be the responsibility of the tenant, the tenant will be informed that they are responsible for that repair under the terms of their tenancy agreement. This includes damage that may have been caused accidentally, for instance a window that was broken during a storm.

5.4.3. Where a repair is needed as a result of criminal activity that has not been caused by the tenant, a member of their family or a visitor to their home, the

resident will not be charged for the cost of any works, providing written confirmation with a crime reference number is obtained from the police.

- 5.4.4. Where a repair is needed as a result of criminal activity that has been caused by the tenant, a member of their family or a visitor to their home, the resident will be charged for the cost of any works. Where appropriate, the police will also be informed of any criminal activity that has taken place. This includes instances of suspected criminal damage.
- 5.4.5. Where damage is caused by the police whilst executing a warrant and no conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will not be held liable for the cost of the repair and the Council may seek to recover the cost of the repair from the police.
- 5.4.6. Where damage is caused by the police whilst executing a warrant and a conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will be held liable for the cost of the repair.

5.5. Rechargeable repairs at the end of a tenancy

- 5.5.1. On receipt of a notice to end a tenancy, arrangements will be made with the tenant to inspect the home. Following this inspection, the tenant will be informed in writing of any repair work for which they are responsible prior to leaving the property.
- 5.5.2. Any rechargeable works not carried out by the tenant before they leave the home, will be undertaken by the Council and the cost of the works will be recharged to the former tenant.
- 5.5.3. It will not always be possible to carry out an end of tenancy inspection in the presence of the tenant, for example where the property has been abandoned. Also, some repairs for which the tenant is responsible may occur after the end of tenancy inspection has taken place. In these circumstances an empty home inspection will identify any outstanding rechargeable repairs and note any remedial work required resulting from resident damage. Photographic evidence of the condition of the property will be recorded.
- 5.5.4. Where the Council is aware of a forwarding address, the former tenant will be advised in writing that they will be recharged any costs incurred by the Council and the debt will be pursued.
- 5.5.5. Where no forwarding address is known, a record will be kept of any outstanding rechargeable repairs. The Council will pursue the debt from the former tenant should their new address become known.

6. Repairs to empty properties

6.1. Objective

The Council will make effective use of its housing stock to maximise rental income, meet housing need and maintain good estate management.

6.2. Managing empty properties

6.2.1. The Council will ensure that empty properties do not significantly detract from a neighbourhood's appearance, security or sustainability.

6.2.1. In managing its empty properties, the Council aims to:

- minimise the length of time a property remains unoccupied
- minimise rental loss
- minimise empty property repair costs
- ensure that all empty properties comply with legal and health and safety requirements

6.3. Repairing empty properties

6.3.1. The Council will deem a property to be empty in the following circumstances, where:

- the tenant has formally terminated the tenancy
- the tenant has died and there is no successor
- the tenant has abandoned the tenancy, where the appropriate action has been taken to end the tenancy
- the tenant has been evicted, following court action for possession

6.3.2. The Council will ensure that all empty void properties are repaired and re-let in accordance with target timescales. The target is to relet within 10 working days after receiving the keys after the tenancy has ended.

6.3.3. The Council will ensure that all empty void homes are repaired according to the "Quality of Accommodation Service Standard" of repair and cleanliness for empty properties.

6.3.4. The Council will undertake the following tests in all empty properties:

- test all fuel appliances and pipework to ensure that they are safe
- test the electrical circuitry to ensure compliance with the latest regulations
- test the water supply and drainage system.

6.3.5. Appropriate security measures will be put in place where this is considered necessary.

- 6.3.6. A post inspection will be carried out following the completion of repairs on all properties before re-letting, to ensure the works have been completed to a satisfactory standard.
- 6.3.7. In recognition of the need to minimise re-let timescales the Council might agree to undertake some minor repairs after occupation. The new tenant will be advised of any outstanding works at the sign-up interview.
- 6.3.8. The Council will not decorate general needs properties. If a property does not meet the Council's standard for decoration, the Council will provide the tenant with decoration vouchers when signing the tenancy to help to pay for the redecoration work the tenant needs to do. In exceptional circumstances where the tenant and their family are unable to decorate, the Council will decorate properties. Where the Council decorates, it will try to do this before the tenant moves in.
- 6.3.9. The Council will decorate homes designated for older people if a property does not meet the Council's standard for decoration. The Council will paint the interior of the property white or magnolia.
- 6.3.10. The Council will ensure maintenance of the garden and common areas during the period the property is empty.

7. Right for tenants to improve the property

7.1. Objective

The Council will assist tenants to exercise their right to improve the property themselves.

7.2. The right to carry out improvements

- 7.2.1. All tenants have the right to carry out improvements to their homes, on condition that they have been given prior written consent from the Council.
- 7.2.2. On receipt of a written request to undertake an improvement, the tenant will be visited in their home by a member of the Housing team.
- 7.2.3. Within 10 working days of the visit, the tenant will receive notice if consent has been granted to their request to carry out improvements.
- 7.2.4. Where the Council gives written consent, this permission will include conditions to which the tenant needs to adhere.
- 7.2.5. Permission to carry out improvements will not be unreasonably withheld, but the Council will refuse permission if the proposed works:
 - make the property, or any other premises, less safe for occupiers, or
 - cause the landlord to incur additional expenditure which it would be unlikely to incur if the improvement were not made' or
 - reduce the price that the property would fetch if sold on the open market or reduce the rent the Council would be able to charge on letting the dwelling-house, or
 - include major alterations proposed by introductory tenants
- 7.2.6. Permission may be withheld if the requested improvement will:
 - be unduly expensive to maintain
 - make the dwelling difficult to let in the future
 - be unsuitable for possible future occupants
- 7.2.7. Tenants who undertake improvements to their home will be responsible for the maintenance, throughout the lifetime of their tenancy.

7.3. The right to compensation

- 7.3.1. The Council will pay compensation according to the "*Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994*".
- 7.3.2. Compensation payments for consented improvements are not payable until the tenancy comes to an end.

8. Adaptations and accessibility

8.1. Introduction

- 8.1.1. The Council will ensure that its housing stock meets the needs of disabled, older, frail and long term sick people.
- 8.1.2. The Council will have a specific policy regarding adaptations for Council tenants.

8.2. Assessment

- 8.2.1. The Council will accept requests from tenants for adaptations to their homes, to meet their needs. The Council will require all applicants to be visited in their home by a Powys Council Social Services Occupational Therapist or Housing staff who are qualified as Trusted Assessor. They will assess the work that requires to be completed to the property to meet the tenant's needs.
- 8.2.2. The Council will consider whether the extent of the recommended works are reasonable and practicable.
- 8.2.3. Following the assessment it will be agreed between the tenant, Housing staff and where necessary Occupational Therapist which adaptations will be carried out.
- 8.2.4. Tenant and Council will agree a timescale for carrying out the adaptation and any actions that need to be undertaken, for example the process before appointing a contractor or obtaining planning permission.
- 8.2.5. The Council will inform the tenant which contractor(s) will carry out the adaptation(s) and provide contact details of the contractor.
- 8.2.6. Where the Council considers that it is not reasonable and practicable to undertake an adaptation to a property, the tenant will be informed in writing within 21 days of the decision being made. In addition the Council will arrange to meet the tenant at their home to discuss other housing options that may be available to meet their needs.

9. Quality control

9.1. Introduction

The Council will monitor the quality of the maintenance and repairs service to ensure the health, safety, comfort and satisfaction of residents and to protect the fabric and value of the property.

9.2. Quality and service standards

- 9.2.1. The Council requires all staff and contractors working in residents' homes to comply with its service standards.
- 9.2.2. A sample of surveys will be carried out to help assess the performance and tenant satisfaction.
- 9.2.3. The Council will ensure that a proportion of all works are inspected after completion. Any performance issues arising from these post-inspections will be discussed with relevant staff or the appointed contractor.
- 9.2.4. Where the Council will be informed of dissatisfaction with any service or work carried out, this will be investigated and any necessary remedial works are carried out.

10. Equalities

10.1. Introduction

The Council is committed to giving an equal service to all.

10.2. Procedures and practices

10.2.1. The Council's staff and contractors will operate in such a way to ensure that their procedures and practices are sensitive to the needs of individual residents. They will ensure that they do not discriminate in any way.

10.2.2. Enforcement and application of this policy will from time to time need to be tailored to meet the needs of individuals. All cases will be considered on an individual basis.

10.3. Information

10.3.1. The Council will in all reasonable circumstances make information available in a variety of information formats, including for example:

- Braille
- large print
- audio tape

10.3.2. Where specialist services are required to ensure that information is accessible to the tenant or member of their family, the Council will provide these specialist services where reasonable.

11. Reviewing decisions, complaints and compliments

11.1. Introduction

The Council is committed to improve service delivery and put right any mistakes.

11.2. Review

Anyone that is affected by a decision of the Council's Housing Service is entitled to ask an independent review from a manager or team leader that was not involved in making the decision.

11.3. Complaints and compliments

- 11.3.1. The Council welcomes all feedback from customers, because it helps to improve services.
- 11.3.2. When the Council receives a complaint, the Corporate Complaints Procedure will be followed.
- 11.3.3. The Council will aim to clarify any issues that are deemed unclear.
- 11.3.4. Where possible, the Council will put right any mistakes it may have made.
- 11.3.5. Where the Council gets something wrong, it will apologise and where appropriate try to put things right.
- 11.3.6. The Council will aim to learn from good practice and mistakes and use the information gained to improve services.

12. Review of this policy

- 12.1. This policy will be reviewed by the Council every three years unless there are circumstances that require a review, for example a change in legislation or regulation.
- 12.2. Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within 3 months of the legislation or regulation coming into effect.