



# Repairs and Maintenance Policy

## 2024

This policy was produced in 2024 and is version 1.00

This policy was adopted by Council on xxxx

Review Frequency: MDH will review this Policy every 5-years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations.

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## 1 Introduction

- 1.1 The purpose of this document is to set out MDH's Repairs & Maintenance Policy.
- 1.2 MDH recognises that the efficient and effective repair and maintenance of its housing stock is an important service to tenants and leaseholders and an essential part of a much wider asset management function.
- 1.3 The overall aim of this Policy is to set a framework enabling the delivery of an effective maintenance service which fulfils MDH's statutory obligations, protects council assets, and offers value for money.
- 1.4 This policy applies to the housing stock of MDH which are dwellings let to tenants under secure, introductory, flexible secure and demoted tenancies. Where the term "Tenancy" or Tenancy Agreement is used in this policy it means one of these tenancies

## 2 Aims and Objectives

### Aim

- 2.1 The aim of this policy is to ensure that MDH's repairs and maintenance service meet all of its legal and contractual obligations as a landlord and also to explain the tenant's responsibilities

### Objective

- 2.2 The objective is to clarify what tenants can expect of MDH in relation to servicing, repairs and planned works.

## 3 Regulatory Framework and Context

- 3.1 Under the Regulator of Social Housing's Safety and Quality Standard Registered Providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.
- 3.2 The Regulator of Social Housing regard councillors as responsible for ensuring that providers' businesses are managed effectively and that providers comply with all regulatory requirements.
- 3.3 As part of the new consumer regulation regime, from April 2023, the RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how social housing landlords in England are doing at providing good quality homes and services.

### 3.4 The TSM's associated with this Policy are:

- TP02 – Satisfaction with repairs
- TP03 – Satisfaction with time to complete most recent repair
- TP04 – Satisfaction that the home is well maintained
- TP05 – Satisfaction that the home is safe
- RP02 – Repairs completed within target timescale

## 4 Related Legislation and Relevant Policies

### 4.1 Legislation:

- Social Housing Regulator Economic and consumer standards
- Homes (Fitness for Human Habitation) Act 2018 (HFHHA 2018)
- Housing Acts 1985,1988,1996,1998 and 2004
- The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133
- The Secure Tenants of Local Authorities (Compensation for Improvements) regulations 1994, SI 1994 No 613
- The Leasehold Reform, Housing and Development Act 1993
- Landlord and Tenant Act 1985
- Defective Premises Act 1972
- Landlord and Tenant Act 1985 – Section 11
- Defective Premises Act 1972 - Section 4
- Environmental Protection Act 1990 – Part III
- Fire Safety (England) Regulations 2022
- Gas Safety (Installation and Use) Regulations 1998
- Regulatory Reform (Fire Safety) Order 2005.
- Commonhold and Leasehold Reform Act 2002
- Equalities Act 2010
- Control of Asbestos Regulations 2012
- Housing Health & Safety Rating System

### 4.2 Related Policies:

- Tenancy Agreement and Tenant's Handbook
- MDH Recharges Policy
- MDH Decant Policy
- MDH Voids Management Policy and Lettable Standard
- MDH Tenant Compensation Policy
- MDH Homes Safety Policy
- MDH Aids and Adaptations Policy
- MDDC Complaints and Feedback Policy

## 5 Responsibility for Repairs

- 5.1 Tenant Responsibilities - The tenant is responsible for reporting repairs to MDH and must allow access to their home for the repair work and associated inspections to be carried out. The tenant is responsible for:
- a) Minor repairs and decorating inside the Property.
  - b) Repairing or renewing any improvements that the tenant has carried out, including associated items. Unless the work is in the nature of minor repairs the tenant must ask MDH for consent in writing to carry out any such works
  - c) The Tenant's responsibilities are as set out in the Tenancy Agreement and the Tenants' Handbook.
- 5.2 The tenant is responsible for allowing access for essential maintenance visits and surveys to support the repairs team. These include the annual gas or heating check, electrical installation condition check, stock condition survey to undertake an assessment of the property's key components so that future works can be programmed and asbestos surveys to ensure that MDH can work safely in a tenant's home. Tenants may be recharged if they unreasonably refuse or fail to allow access when suitable notice has been given for a statutory visit. Please refer to the [MDH Recharges](#) Policy for further details.
- 5.3 MDH's obligations are to:
- a) Keep in repair the structure and exterior of the Property. This includes the drains, external pipes, gutters and external windows.
  - b) Keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation. This includes the basins, sinks, baths and sanitary conveniences.
  - c) Keep in repair and proper working order the installations in the Property for space heating and heating water
- (Further details are set out in the Tenancy Agreement and Tenants' Handbook.)
- 5.4 The obligation to repair carries with it an obligation on MDH to make good or redecorate any damage caused in the course of the repair.
- 5.5 MDH must carry out repairs within a reasonable period of time once it has been notified of the problem. There is no statutory definition of reasonable time. Relevant factors might include:
- The extent of the disrepair
  - Availability of replacement parts
  - Whether the tenant is living in the property

- 5.6 Any temporary measures MDH has put in place might affect what is considered a reasonable time to complete repairs. For example, a temporary door to replace one that was broken, or space heaters where a boiler is not working.
- 5.7 MDH must carry out the repairs at its own cost and is not permitted to charge the tenant for the cost of the repairs or to recover the costs through a service charge.
- 5.8 MDH is not obliged to carry out any works or repairs that are needed due to the tenant not using the property in a tenant-like manner.
- 5.9 MDH is not obliged to keep in repair or maintain anything that the tenant is entitled to remove.
- 5.10 MDH must also ensure that the Property:
- a) Is fit for human habitation at the time the tenancy is granted or created or, if later, at the beginning of the term of the tenancy.
  - b) Will remain fit for human habitation during the term of the tenancy.
- 5.11 MDH fulfils its repairing responsibilities through a combination of the following type of repairs:
- Responsive Repairs
  - Planned improvements.
  - Cyclical maintenance, which includes decorating and servicing and inspection of gas and electrical installations.
  - Re-chargeable repairs
  - Repairs to Empty (Void) Properties
  - The Right to Repair
  - Adaptations
- 5.12 Responsive repairs will normally replace fixtures and fittings supplied by MDH on a like for like or improved basis or, where this is not possible, MDH will aim to provide the tenant with choices in relation to the replacement. In some cases, for example where stock is obsolete the closest match may vary greatly.

- 5.13 If a component cannot be fully repaired, MDH may make a temporary repair and arrange for a full planned replacement to follow on and this will be discussed with the tenants. MDH will ensure the substantive repairs are carried out within a reasonable period of time.

## 6 Responsive Repairs

### 6.1 When a tenant reports a repair MDH will:

- Check whether the repair is MDH's responsibility
- If necessary, arrange for a member of staff to visit the home to look at what needs to be done
- For most repairs except emergencies MDH will make a morning (8am to 1pm) or afternoon (1pm to 4.30pm) appointment for a specific date
- If tenants contact MDH by telephone MDH will generate a unique job number which they can use if they need to contact MDH about the repair again, although tenants can enquire about any job by providing their address and a brief description.
- MDH will contact tenants by their preferred method to arrange and confirm appointment details including telephone, email, text message or by post
- MDH may increase the priority of repairs for older tenants, those with disabilities or vulnerabilities but this will be considered on an individual basis

### 6.2 When work is scheduled to be completed MDH will:

- Tell the tenant if they need to move or protect furniture, or if any floor covering needs to be removed.
- Not work in a home where the only person (s) at home is under 16 years old
- Request that pets and animals are placed in a separate room
- Request that tenants provide a smoke-free environment for MDH's repair workers

## 7 Response Times

7.1 When a repair is reported MDH will discuss the nature of the repair and tell the tenant what response time category it has been placed in. The response time are measured from the date that the repair is reported.

7.2 Emergency repairs - MDH will respond within 4 hours or 1 working day, depending on the urgency. For repairs to remove immediate danger to people, avoid flooding or major damage to the property, make the property secure, or restore total loss of heating in winter (31st Oct-1st May)MDH will complete the repair at the time, if possible . If this is not possible, MDH will make the situation safe and carry out any follow up work as an urgent or routine repair. Examples could include: Gas leaks. Serious internal water leak. Loss of water supply to all parts of the home. Dangerous electrics (electric shock, bare wires) and unsafe electrical sockets or fittings, total loss of electricity supply, blocked drain (when backing up into property), blocked toilet or toilet not flushing (when no other toilet in the home), blocked flue to open fire or boiler, leaking roof (temporary repair), door or window insecure, loss of room or water heating (total or partial) between 31st October and 1st May.

- 7.3 Urgent Repairs will be undertaken within 3 working days for Partial loss of electrical supply, blocked bath, basin or sink, blocked toilet when another toilet in the home can be used), broken or rotten wood floors or stairs, loss of room or water heating (total or partial) between 30th April & 1st November, faulty communal door, stiff or seized tap or valve, broken or loose balustrade or handrail.
- 7.4 Other urgent repairs will be completed within 7 working days for such repairs as work to restore full or partial failure of sanitation, water or electrical supply or heating systems. Also for urgent work to prevent immediate damage to the property, to overcome serious inconvenience to the household or where there is possible health, safety or security risk. Examples could include: Faulty extractor fan in kitchen or bathroom (where there is no openable window), rain coming through the roof, door entry phone not working.
- 7.5 For Routine repairs which are not emergency or urgent - MDH will complete the repair within 35 working days. This is for work where the fault or failure does not cause inconvenience or present a danger to occupants or the public. MDH may extend the timescale for certain repairs, for example if materials or parts need to be ordered.
- 7.6 Repairs and component replacements to external and non-habitable parts of the home, such as coal stores, external WCs, garden WCs, porches, external stores and outhouses will not normally fit within emergency to routine repair timescales, unless there is an imminent risk to health or life. Works will normally be carried out as major, planned or batched planned works. Although such areas may be treated by tenants as part of the home, they are not designed with the same level of protection from damp or weather as the main parts of the home, and are only suitable for storage of non-perishable items.
- 7.7 Planned work. MDH will put certain non-urgent work into 'packages' of work that can be carried out all together in an area. This is more efficient and costs less. This will only be done if the work can be completed in this way within a reasonable time otherwise the works will have to be carried out as responsive repairs and not as planned work
- 7.8 If a repair worker does not come within the response time or keep to a specific morning or afternoon appointment agreed with the tenant MDH ask that tenant contact us immediately. In certain circumstances MDH will make a payment to the tenant for the inconvenience.

## 8 Exclusions

- 8.1 Misuse / damage – where repairs are required due misuse or damage, tenants may be responsible for arranging for or paying for repairs. In extreme cases, possession may be sought for breach of tenancy agreement.



## 9 Tenant's Right to Repair

- 9.1 The Right to Repair is part of the Citizen's Charter Scheme. It gives tenants the right to have certain repairs done within set time limits. These are referred to as Qualifying Repairs that could affect the health, safety and security of tenants.
- 9.2 MDH will inform tenants if their repair is a Qualifying Repair.
- 9.3 If MDH do not complete a Qualifying Repair within the time allowed, the tenant has the right to tell MDH to get another contractor to complete the works. If they fail to complete the work within the timeframe tenants may be entitled to compensation.

## 10 Planned and Cyclical Maintenance

- 10.1 Planned maintenance includes all planned improvement works and planned repairs to the housing stock.
- 10.2 MDH gathers and uses information relating to each property to plan and develop its planned maintenance programmes. Typically, this will include:
  - Information from a periodic stock condition survey
  - Condition of property elements & components
  - Expected component and material lifecycles
  - Information about asbestos present in the property
  - Information about the energy performance of properties
  - Information from the Housing Health and Safety Rating System (HHSRS)
  - Repair history
- 10.3 In developing its annual planned maintenance programme, MDH will consider the current condition of the property and assess this against the component lifecycle and the decency standards as defined by the Department for Levelling Up, Housing & Communities. Consideration will also be given to the impact on other maintenance work streams.
- 10.4 Cyclical maintenance are works that are undertaken at defined time intervals as routine preventative maintenance. The works are undertaken on regular planned cycles for servicing, inspection and testing of equipment, often as required by statute or regulations or to maintain the generation condition of the stock, and particularly the electrical and mechanical installations within the stock. Further detail is contained within the [MDH Homes Safety Policy](#).

## 11 Stock Condition

- 11.1 MDH holds data on the condition of all the housing stock which informs the timeframes for planned and cyclical maintenance programmes

11.2 Information used to determine the condition of individual properties includes:

- Physical inspections of properties
- Information provided by Officers and Contractors
- Reports received during routine maintenance checks
- Cloned data

## 12 MDH's Standards

12.1 MDH will respond to repair problems in an efficient and helpful way. Most repairs are carried out by MDH own repair workers but MDH sometimes use specialist contractors. If this happens MDH will tell tenants the name of the contractor.

12.2 MDH's staff will:

- Answer calls promptly
- Be polite, honest and helpful

12.3 Anyone working in tenant's homes will follow certain rules of behaviour:

- Treat tenant's and their household with respect and always behave in a professional way
- Consider any tenant vulnerabilities and make reasonable adjustments if required
- Introduce themselves and show photo identification before entering
- Explain what they are going to do and discuss how this will affect the tenant or their household
- Protect belonging from damage, dust and paint
- Make sure materials and tools do not cause a danger to anyone
- Keep tenants informed about how the work is progressing
- Clear rubbish from the home at the end of each working day
- Make sure electricity, gas and water are connected at the end of the day
- Be dressed appropriately for the type of work they do

12.4 MDH will carry out regular checks to make sure MDH provide a good standard of service by selecting a number of completed repairs on a random basis. MDH will also contact tenants by telephone, text, email or letter to find out what they thought about the service. MDH will inspect completed jobs at random for the standard of workmanship either by telephoning the tenant or visiting the home to look at the repair.

## 13 Complaints

13.1 We will try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.

13.2 If things do go wrong the Council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

13.3 When tenants contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

13.4 The Housing Ombudsman Service advise that a complaint must be defined as:

*'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*

13.5 Where a tenant considers that the council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.

13.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service.

13.7 MDH's complaints procedure is detailed on Mid Devon District Council website: [Feedback and Complaints](#)

## 14 Equality Impact Assessments

- 14.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.