ELIM HOUSING GROUP

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REPAIRS & MAINTENANCE POLICY

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16. **Policy Statement**

1.1 Elim’s vision is to meet housing need and deliver homes that change people’s lives. As part of fulfilling this vision, we are committed to providing our customers with homes that are safe and comfortable for people to live in. This policy sets out how we will deliver our day-to-day responsive repair service to provide a high-quality service for customers, ensuring our homes are safe and well maintained, with close links to our servicing, planned and cyclical maintenance programmes.

* 1. The policy aims to ensure we manage our responsive repairs effectively, carrying out repairs and maintenance work quickly, efficiently and to a high standard.
	2. It sets our clear responsibilities and timescales for completing different types of repairs, as well as providing a range of ways for customers to report repairs.
	3. Where repairs are the responsibility of the customer, the policy ensures there is a clear system to ensure a fair and consistent approach and that customers can access appropriate support and guidance.

1.5 We understand the importance of an effective repairs service to our customers and so will take every opportunity to engage with customers to consult on the services they require. We will endeavour to improve standards and processes where required to meet their expectations.

1. **Purpose**

2.1 This Policy applies to all of Elim’s social rent, supported housing and Gypsy and Traveller properties, including communal spaces, gardens and offices, for which Elim has a responsibility to carry out repairs and maintenance. It does not apply to Elim’s shared ownership properties.

In some properties that we manage on behalf of another landlord, this policy may not apply, or may apply only in part. This is also the case in properties that may be owned by Elim but where aspects of day-to-day management is provided by another organisation.

 This policy will provide information for customers, staff and other stakeholders about how we will deliver our repairs and maintenance service, why we deliver the service in the way we do and the standards that should be expected from the service

2.2 In delivering this policy Elim will aim to:

* deliver a value for money responsive repairs service that meets the needs of our customers,
* meet all relevant legislative and regulatory requirements and meet our contractual and legal obligations,
* ensure that we maintain a safe and secure environment for customers,
* carry out repairs that are Elim’s responsibility,
* ensure that a consistent and fair approach is adopted in relation to recovering costs of a rechargeable repair,
* carry out repairs at an appropriate time and at the convenience of the customer / leaseholder,
* undertake timely repairs that ensure the upkeep of our assets,
* maintain high quality homes in a good state of repair.

2.3 Elim’s objectives in delivering this policy are to:

* deliver repairs at a time to suit our customers,
* ensure the repairs service is easily accessible through a range of different contact points,
* offer services flexible and responsive enough to meet a wide range of needs and demands,
* ensure services delivered offer value for money to customers,
* ensure our homes are safe and we meet our landlord compliance obligations
* deliver a first-class repairs service,
* achieve high standards of customer care and satisfaction,
* ensure all stakeholders are aware of their responsibilities for repairs and the costs associated with them,
* deliver ‘right first time’ repairs, carrying our repairs in one visit were reasonably practical,
* achieve a high-quality repair,
* ensure the customer’s voice is heard and directly influences policy, strategy, and services,

 In delivering our repair service we aim to support the objectives of the Elim Standard.

 We will work in partnership with our customers to continuously improve and shape services to meet their requirements and seek ways to improve value for money. This we will achieve through continuously monitoring and learning from feedback and reviewing our performance.

1. **Policy Scope**

3.1 This policy applies to all properties owned or leased by Elim Housing Association and includes social rent, supported housing, specialised supported housing and Gypsy and Traveller properties, communal and garden areas, and Elim offices.

Maintenance to managed properties will be set out in the management agreement.

3.2The Repairs and Maintenance Policy, updates, and summary of information regarding repairs will be publicised in:

* our website,
* training and policy briefings for staff.
1. **Responsibilities**

4.1 The Head of Asset Management will have overall responsibility for implementation and monitoring of this policy.

4.2 All members of staff, particularly those working in maintenance, and housing management, have a responsibility to read, understand and implement this policy.

4.3 All contractors, consultants and partner organisations are responsible for operating in accordance with this policy when delivering services on behalf of Elim.

1. **Legal & regulatory framework**

5.1 The main legal framework this policy complies with is as follows:

* Renting Homes Act 2016
* Landlord and Customer Act 1985
* Decent Homes Standard
* Commonhold and Leasehold Reform Act 2002 ​
* Party Wall Act 1996
* Health and Safety at Work Act 1974
* Management of Health & Safety at Work Regulations 1999
* The Secure Customers of Local Housing Authorities (Right to Repair) Regulations 1994
* Pre-Action Protocol for Housing Disrepair
* Housing Health and Safety Rating System (HHSRS)
* ASB Crime & Policing Act 2014
* Control of Asbestos Regulations 2012
* Section 79 Environmental Protection Act 1990
* Welsh Housing Quality Standard (WHQS)

5.2 We will also meet all other relevant statutory regulations covering, but not limited to, general construction related activities and specifically areas such as asbestos, water management, fire safety including fire door inspections fire detection systems, damp mould and condensation, lightening conductors, electrical powered door and gates, lift safety, pressure vessels electrical and gas safety management and our statutory requirements under the Construction Design and Management Regulations.

5.3 The Housing Health and Safety Rating System (HHSRS), introduced under the Housing Act 2004, is an important part of the regulatory framework governing our responsive repairs service. These surveys are undertaken as part of our stock condition surveys (SCS).

We will endeavour to identify hazards classified under the HHSRS at every opportunity and undertake formal assessments of hazards when these are referred or reported to us.

5.4 The Decent Homes Standard (DHS) which applies to properties in England and The Welsh Housing Quality Standard (WHQS) which applies to properties in Wales.

Wherever possible, we will ensure that our maintenance and repair service ensures our homes meet these standards or exceed them, i.e., that all households should have the opportunity to live in good quality homes that are:

* in a good state of repair,
* safe and secure,
* adequately heated, fuel efficient and reasonably insulated,
* contain up-to-date kitchens and bathrooms,
* well managed,
* located in safe environments.
1. **Access to the repair service**
	1. Our aim is to provide customers with easy access to our services through several different channels for customers to report repairs as soon as they become aware of a problem.
	2. We are committed to providing a fair and equitable service to our customers. Through the management of our repairs service, we aim to treat all customers fairly, with dignity, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation, and marital status.
	3. Repairs can be reported in the following ways:
	* Through our website, https://www.elimhousing.co.uk
	* By email maintenance1@elimhousing.co.uk
	* By telephone, 9-5, Monday-Friday on 01454 11172
	* In person to any member of staff
	* In writing to our office address
	* Through our out of hours call centre for emergencies only 0808 1692910
	* or for the hard of hearing by text 07950 403021
	* Through our customer portal. You will receive confirmation of your repair order within one working day and be able to track the progress of your repair on the portal.
	1. Our ‘Out of Hours’ service operates every day of the year for emergency repairs at the times when our Head Office is closed. Where a reported repair is not an emergency, the customer will be asked to report the repair through one of the reporting options above. Where appropriate the customer will be asked to call back during office hours of the next working day to make an appointment for the repair to be completed.

Call centre telephone for emergencies only 08081692910 or for the hard of hearing by text 07950 40302.

6.5 Accessibility of repairs & vulnerable customers

We understand that different customers may have different requirements of our repairs service. We are committed to delivering a service that provides equality to all customers in terms of accessibility and end result. In doing this, we recognise that customers may have different communication needs and that priority levels for the same repair may vary from one customer to another because of their personal circumstances.

We ask that customers keep us informed about any specific requirements they have from our repairs and maintenance service. This may include (but is not restricted to) information about whether any member of the household:

* does not have English as their first language,
* has a physical, sensory, or mental disability,
* has a learning difficulty,
* has some other vulnerability.
1. **Repair responsibilities**

7.1 Our responsibilities

7.1.1As a landlord, we are responsible for keeping the structure and outside of our homes in a good state of repair, under Section 11 of the Landlord and Customer Act 1985 including maintaining and repairs of the following:

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| **Our Responsibility** | **What this means** |
| Walls  | Structural damage to internal or external walls |
| External doors and fire doors | Front and Rear doors. Fire doors to flats and kitchens if fitted, communal fire doors will be inspected annually. All other internal doors are the responsibility of the customer. When customers would like to change internal doors, this should be requested through the maintenance team.  |
| Windows, window frames & sills | All repairs and replacements of windows which are inclusive of handles, restrictors, glazing, sills and defective frames |
| Drains, gutters, external pipes  | All rainwater goods – Clearing blockages to communal soil stacks and other drainage blockages except blockages to sinks, baths and WC’s caused by misuse. |
| Installations for the supply of water, gas, electricity, and sanitation.  | The service installations up to and including the gas, electrical and water meter from street level is the responsibility of the service provider. Past this point they are the responsibility of Elim. |
| The roof and chimney  | All roof, chimney and structural repairs and replacements |
| Access paths and steps to individual homes and any paving around the perimeter of the building  | All access routes where Elim own the ground leading to the property. |
| The internal structure – including kitchens and bathrooms fixtures and fittings | As fixed components such as kitchen and bathrooms we will conduct repairs where required to make the areas safe and habitable. In the event of customer damage, there will be a recharge of the cost of the work and an administration fee. |
| Floor coverings that we have installed | In most cases this applies to Kitchens, Bathrooms and Communal areas. We will repair or replace to ensure the areas are safe and habitable. Gifted flooring is not included.  |
| Gas Appliances and Electrical Wiring Installations installed by Elim | We have a legal responsibility as a landlord to ensure Gas and Electrical services within homes are safe and these are tested on a regular basis. If a customer’s appliance is found to be unsafe, we may be required to isolate or disconnect these appliances. |
| Hot water and heating systems | Full repairs, servicing and replacements with Heating and Hot Water systems as required. |
| Ventilation systems, including extractor fans | The general upkeep of any ventilation systems which has been installed by Elim. |
| External decoration | Inclusive of exterior of the building, sites / schemes owned by Elim and communal areas.These will be included in the planned works programme. |
| Outbuildings which form part of the original structure or which we have previously provided – not including garden sheds or storage containers | Buildings / structures provided and owned by Elim. Buildings should be structurally safe, and repairs / replacements will be made in the event of buildings becoming a hazard. |

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| Communal areas including mechanical and electrical services, windows, and doors | All communal areas. |
| Fences, gates and external walls which are our responsibility to maintain | We will ensure boundary areas of homes are safe and maintained. |
| Damp, mould and condensation  | We will manage and resolve issues of rising or penetrating damp, including internal leaks,and condensation damp. Mould regularly develops in damp conditions and is often noticeable and present in situations where condensation damp is present. We will always work with our customer to identify the cause of any damp and/or mould in the home and provide solutions to these issues.  |
| Pest Control  | To homes in flats when there is a communal outbreak or where the presence of rats are reported. |

7.1.2 We will also make good and repair walls and surfaces surrounding any repair we have undertaken. This may include redecorating or providing redecoration vouchers, depending on the amount of work needed and the needs of individual customers.

7.2 Dealing with disrepair

7.2.1 We want our repairs service to comply with good practice and provide a responsive, high-quality service for customers. This will help to reduce the need for customers to make complaints, including formal claims of disrepair.

7.2.2 Disrepair claims and complaints are often signs of various issues, such as:

* poor condition of the home and / or inadequate work to improve conditions,
* a failure of the repair service to respond to complaints adequately, or at all.
* the way the internal complaints procedure works,
* the attitude of staff when dealing with customers’ complaints and concerns.

7.2.3 In order to limit the instances of disrepair claims we will:

* maintain comprehensive information on our housing stock in line with our Asset Management Strategy,
* undertake Stock Condition Surveys (SCS) to all properties including the cloning of properties where access has been an issue. Reviewour SCS data annually by surveying new stock and carrying out SCS on voids,
* undertake timely maintenance, repairs and improvement work,
* ensure an effective and positive response to legal disrepair claims
* maintain good communications with our customers, staff and contractors,
* continually monitor systems and procedures with a clear and publicised system for dealing with complaints about how we deliver repairs and the standard of the work we carry out,
* regularly review formal and informal complaints so we can learn from any trends and make improvements to our service.

7.3 How long will repairs take to complete?

7.3.1 Once a repair is reported, it will be allocated a priority category. These are described in the table below.

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| **Repair Category** | **Timescale** | **Description** |
| **Emergency** | 24 hours4 hour make safe attendance  | Where failure to repair poses an immediate danger to the health and safety of our customers or any other person or could cause extensive damage to our buildings. In some cases, a full repair may take longer to complete, but it will be made safe within this timescale. |
| **Urgent** | 5 working days | Where the fault will affect the comfort and medium-term safety of our customers or the public. |
| **Routine** | 21 working days | Where the problem does not cause serious inconvenience to our customers. In some cases, where the job has been included in planned maintenance to take place within the next 12 months, the repair will not be completed. |

7.3.2 We will always endeavour to complete a full repair during our first visit (‘right first time’) however in some cases an investigatory visit will be necessary. Once this has taken place, a repair order will be raised under one of the priority categories above.

7.3.3 Some repairs may require more than one individual job to be completed, e.g., where carrying out one repair highlights the need for a further repair. Where this is the case, individual repairs may have different priority categories.

7.3.4 Where we manage a property on behalf of a different organisation, specific procedures for carrying out a repair may apply that may delay completion of the repair. We will notify you of this at the point you order the repair.

7.4 Customer’s duties and responsibilities

7.4.1 Some repairs are the responsibility of our customers and are set out in our tenancy and licence agreements.

Customers are responsible for reporting the need for repairs to Elim and must allow access to their home for the repairs to be carried out. If for any reason a customer is not able to keep a repair appointment, it is their responsibility to inform the Repairs and Maintenance Team. Where for any reason Elim (or their contractors) are not able to access a property to carry out a pre-arranged repair, the customer may be charged for the cost of the visit.

Customers are responsible for keeping their home in good condition, minimising the need for responsive repairs. Repairs that arise because of accidental or wilful damage, misuse or neglect of the property or any fixtures or fittings will be the customer’s responsibility.

7.4.2 Our customers are responsible for:

* treating their property with respect and care avoiding wilful damage and neglect (allowing a property to go into disrepair),
* ensuring that flat entrance doors (fire doors) do not have their closer removed and reporting and damage or defect as soon as possible
* keeping the inside of their home clean and decorated to a reasonable standard,
* maintaining their garden to a reasonable standard, including pruning shrubs, plants, maintaining trees and cutting grass,
* reporting repairs quickly to prevent on-going damage to their home,
* repairing any damage caused deliberately or carelessly by them or anyone who lives with or who is visiting them,
* arranging and paying for a locksmith to gain access to the property if they lose their keys, including cutting additional keys,
* ensuring their home is left in a good condition when they move out,
* maintaining their own appliances and white goods, and ensuring they are safely installed and maintained,
* arranging for the treatment of any pest infestations (mice, wasps, lice, silverfish, cockroaches etc.) within individual dwellings, the presence of rats should be reported to the maintenance team,
* allowing us access to their home so that repairs can be undertaken within the appropriate timescales, including access at short notice for emergency repairs,
* meeting the cost of repairs that are listed as their responsibility.

7.4.3 Specific customer related maintenance responsibilities include:

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| **Customer Responsibility** | **What this means…** |
| Weekly testing of smoke heat and carbon monoxide alarms  | Reporting of any defects to the repairs team  |
| Replacing plugs and chains to sinks and baths | We install standard / universal fittings to our properties which are easily available  |
| Unblocking sinks, drains and toilets that have been blocked through misuse  | Any internal blockages. In the event of blockages that are communal or from external sewerage, customers should contact the maintenance team. |
| Cleaning including regular descaling and replacing shower heads and hoses | We install standard / universal fittings to our properties which are easily available  |
| Replacing shower curtains  | We install standard / universal fittings to our properties which are easily available  |
| Installing or replacing curtain rails, pelmets and blinds  | Window coverings and fittings |
| Replacing broken toilet seats | We install standard / universal fittings to our properties which can be found in most stores  |
| Filling minor cracks and holes before redecoration | Non-structural cracks and holes |
| Adapting or adjusting doors to accommodate carpets or floor covering (aside from Fire Doors) | Adjustments to flat entrance doors which are fire doors are not allowed. On occasions kitchen doors may also be fire doors so please contact the maintenance team to check prior to adjusting. |
| Repairs to their own improvements / alterations  | Any customer bathroom kitchen replacements structural improvements required formal written permission from the maintenance team before ore commencing work. |
| Items the customer, their family or visitors have damaged  | These items are usually fittings and can be rechargeable if not repaired by customers. |
| Replacing lamps and fluorescent tubes (unless fixed behind a screw) | These can be ceiling lights, wall lights, kitchen and bathroom lights. |
| Installing TV aerials (unless you live in a block of flats) | Unless the TV aerial is shared with other Elim customers. |
| Connecting and disconnecting washing machines, tumble dryers and dishwashers | Installation of household appliances and white goods, unless provided by Elim as part of service chargeable or a scheme communal area. |
| Connecting electrical cookers | Appliances should be fitted by a qualified electrician. |

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| Lock changes and replacing keys / fobs due to loss of keys etc. | Lock changes and replacements of customers front, and back door are customer responsibility. Communal flat doors are the responsibility of Elim. If communal door locks are damaged or require replacement because of customer damage, this will be rechargeable. |
| Pest control treatment – fleas, mice, rats, cockroaches, wasps, bees, birds, squirrels etc | In the event of a Pest Control report requiring repairs to the structure of the building, then customers should contact the maintenance team to provide remedial repairs to their home.All issues of rat infestations should be reported to the repairs team ASAP. |

7.4.4 Our customers are also responsible for maintaining and repairing parts of the outside of the property including:

* their own equipment, such as TV aerials (unless communal system), satellite dishes and telephones and their cabling and supply, including the setting up, tunning of TV and associated equipment.
* repairs to sheds or storage containers,
* replacing washing lines unless communal,
* repairs, improvements, or disposal of structures they have installed,
* maintenance and cleaning of gardens (including trees, plants, grass and items within the gardens) – unless in a common area where a service charge is applied to carry this out.

7.5 Insurance

7.5.1 It is our customers responsibility to insure their home and its contents. Customers are responsible for any loss or damage to their home due to theft, flooding, fire, or accidental damage. Customers may also be responsible for damage caused to other properties because of flooding or fire. We will routinely advise customers to take out appropriate insurance cover for personal belongings.

7.6 Customer improvements

7.6.1 Our customers can make alterations and improvements to their home if they obtain written permission before any works are carried out. Our customers must formally apply in writing giving full details of their planned alterations to the maintenance team and only proceed when formal written permission is given. Elim will supply an asbestos management survey to customers if their property contains asbestos. Customers are responsible for complying with the Control of Asbestos Regulations 2012.

7.6.2 Our customers must seek written permission from Elim whenever they want to improve, complete alterations to or replace items such as (but not exhaustive):

* Kitchens
* Bathrooms
* External Doors
* Internal Doors
* Windows
* Sheds and large storage containers
* Boundary Walls or Fencing
* External Property Redecoration
* Extensions, conservatories, out buildings
* Gas Appliances (including cookers)
* Installation of dishwashers and tumble driers

7.6.3 In all cases, permission must be granted before any work begins so we can approve any plans and ensure customers have sought all relevant permissions including Planning and Building Regulations approval etc.

7.6.4 We will not unreasonably withhold consent when a request to carry out improvement or alterations. If consent is not provided, customers will become responsible for any subsequent repairs, maintenance or replacement of the improvement / alteration.

7.6.5 Any gas related work **must** be undertaken by a Gas Safe registered contractor and electrical works **must** be carried out by a NICEIC (or equivalent) registered contractor.

7.6.6 Original certificate(s) must be provided to us upon completion of any improvement work.

7.6.7 It is our customer’s responsibility to ensure that if we have consented to improvements that the work is post inspected and signed off by our team. This inspection will be undertaken by the maintenance team.

7.6.8 If the work is not formally approved and signed off, then our customers will be responsible for subsequent repairs, maintenance, or replacement of the improvement / alteration.

7.6.9 It is possible to provide retrospective consent for a component replaced following the introduction of this policy. This will require a full inspection by the maintenance surveyor.

7.7 Gifting of Items

7.7.1 New customers, including successions, assignments and mutual exchange agreements, may have the option of accepting improvements made by previous customers in certain circumstances. Such agreements will need to be approved in writing and recorded on the customer file.

7.7.2 In some instances, an item or appliance such as an external storage box, garden shed, integrated cooker or temporary heater may be gifted to a customer.

7.7.3 Gifted items in all instances will become the customer’s responsibility and Elim will have no responsibility for these items. This includes any repairs, maintenance, or replacements of these items.

7.8 Defects liability period (contractor responsibility)

7.8.1 Any work we carry is covered by a defect’s liability period and a material warranty. Both will start from the date of completion of the work. The defects liability period will last for 12 months from completion of the works. Should a problem arise within the defects liability period then the contractor is expected to attend in line with the repair priority timescales set out in this policy.

7.9 Disabled adaptations

7.9.1 Some of our homes have been adapted to meet the needs of customers who have a disability, such as properties with level access showers and grab rails.

7.9.2 We are committed to providing a service that takes account of customers’ needs, which may require a physical adaptation to their home. To ensure we understand individual’s needs, we will consider Occupational Therapist referrals which customers can request from their GP.

7.9.4 Elim aims to enable customers to remain living in their homes with the installation of any adaptations they may need. There is, however, a need to ensure that this is not to the detriment of the Association’s housing stock and the needs of future customers.

7.9.7 Adaptation Criteria

If the view of the Occupational Therapist (OT) that adaptations are required to an existing home, the application should be measured using the following criteria:

* the prognosis of an OT is that the adaptations are required for the long term,
* the applicant must have lived in the property for 6 months to be eligible for adaptations. (Where a customer has been allocated the property on the basis that the adaptations need to be made this criterion will be overridden), however if circumstances should change within the 6-month period then adaptations would be considered,
* level access showers should not be installed in flats above ground floor if there is no lift. The applicant should be referred via the housing officer for rehousing and decision formally notified in writing,
* in family accommodation the bath should not be removed and replaced with a shower except in exceptional circumstances,
* extensions will only be considered if all other options have been exhausted,
* occasionally there will be the need to exercise discretion and carryout works which fall outside these criteria. It is expected that these cases will be minimal and should always be agreed by the Operational Leadership Team,
* adaptations will always be designed to Part M building regulations.

7.9.8 Major and Minor Adaptation Work

Minor adaptations are classed as any low cost (below £250) adaptation work. Such adaptation work can usually be carried out on receipt of a referral from an Occupational Therapist (OT). The budget for minor adaptations comes from Elim’s budget or a Disabled Facilities Grant (DFG). For homes in Wales a Physical Adaptation Grant (PAG) via the Welsh Assembly. The following are examples of minor adaptations:

* Lever taps
* Grab Rails
* Door Entry Systems
* Half steps
* Small Ramps

Our Officers are not “trusted assessors”, so if there is any doubt where grab rails are to be positioned, information received from the OT must be consulted.

All other adaptation work costing £250 and over is classed as a major adaptation and will be carried out under a DFG or PAG will only be carried out once a referral has been received from the OT or Social Care Services and funding agreed by the local authority or the Welsh Assembly.

The following are examples of major adaptations:

* Level access showers
* Major structural conversions
* Stair lifts
* Kitchen Alteration
* Ramped access for Wheelchair user
* Through Floor Lifts

7.9.10 Application Procedure

Customers should consult with their GP and request an OT visit under either a DFG or PAC.

For major DFG’s or PAC’s the LA or Social Care Services will then seek formal permission for the adaptation from Elim. Minor DFGs’ or PAC’s will not require formal permission.

7.9.11 Home Suitability & Refusals

Elim will always support a needed adaptation however if a property is not deemed suitable for a major adaptation, the adaptation will be declined. Reasons for refusal may include layout, location, future let ability or stock rationalisation should the adaptation go ahead.

7.9.12 Disposal / Re-using Adaptations / Maintenance

Where an adaptation is conventional in nature and unobtrusive, for example, a grab rail or a level access shower, the adaptation should be left in situ if the property becomes void. Where an adaptation is intrusive, or there are multiple adaptations within a property, eg, a through floor lift or a hoist system, the equipment will be removed and responsibly recycled at the Association’s discretion.

Maintenance of major DFG’s or PAC’s undertaken by the local authority etc will following the defects liability period will be Elim’s responsibility. This includes servicing and testing if required for example stairlifts and hoists.

**8. Rechargeable repairs**

8.1 Rechargeable repairs statement

8.1.1 We aim to manage tenancies efficiently and, in a cost, effective manner by balancing both the rights and responsibilities of customers. Sometimes this means we may need to re-charge the cost of a repair to customers where we have carried out work that is their responsibility or where they, or their family or visitors have caused intentional damage.

8.1.2 Where this happens, we will take a reasonable approach to the costs of the work and the way we recover this money, ensuring we comply with our statutory requirements.

8.1.3 We will ensure that:

* a consistent and clear, message is communicated to customers and staff in terms of actions that will be taken against customers or former customers that have caused damage to our properties,
* effective measures are in place to recover costs we may have incurred,
* we take a sensitive approach to when we will carry out repair work such as lock changes, considering the individual circumstances of the customer and nature of the repair in each case,

* 1. Rechargeable works

8.2.1. Customers are responsible for keeping their home in good condition, minimising the need for responsive repairs. Repairs that arise because of accidental or wilful damage, misuse or neglect of the property or any fixtures or fittings will be the resident’s responsibility.

 Specific customer related maintenance responsibilities are set out in 7.4

8.3 Wilful neglect and deliberate action

8.3.1 Wilful neglect or deliberate action on the part of the customers / leaseholders, household members or their visitors could include vandalism, intentional damage (eg, forcing a door open rather than reporting a lost key) or attempting to carry out a repair or make an alteration that then requires professional attention, and which in the process causes damage.

8.3.2 Wilful neglect and deliberate action also includes failing to report an obvious problem which leads to more extensive damage occurring. An example of this could be a failure to report a leaking pipe, which results in electrical failure or a ceiling collapsing due to persistent water damage.

8.4 Missed appointments and legal action

8.4.1 We understand that there may be occasions when a customer may miss an appointment due to unforeseen circumstances or it may simply be an oversight. We will rearrange for the repair to be carried out. However, if subsequent appointments are missed, the work order will be closed, and we may recharge the cost of the call out back to the customer.

8.4.2 We will always carry out emergency repairs. However, if the emergency repair is rechargeable the customer will be advised that they will be recharged for the cost of the repair at point of contact and / or during the repair visit.

8.4.3 Where a customer fails to allow access following a report of an emergency repair, we may recharge the cost of the emergency call out back to the customer.

8.4.4 Where legal and tenancy enforcement action is required to gain access to a customer’s home (to undertake repairs or servicing) we will write to the customer advising them that if access isn’t given then we will take out an injunction to gain access and assign all costs to the customer.

8.5 Recharging customer improvements

8.5.1 Improvements made by customers that we have not approved or where permission was granted on condition that the property was returned to its original state, and this has not been done will be recharged to the customer unless Elim views this as a good quality improvement.

8.6 Non-rechargeable circumstances

8.6.1 We will not make a re-charge in the following cases:

* to a family that has passed away if there is no estate,
* when a customer goes into care and has no means to pay,
* where a customer has been a victim of a serious crime and charges are brought against the perpetrator,
* where a customer has been a victim of domestic violence,
* where incidents are reported to us as an act of anti-social behaviour, racist behaviour or due to domestic abuse,
* works that are required due to fair wear and tear of the property as defined by component lifecycles,
* removal of items left in an empty property where we have agreed that they be left
* carrying out remedial improvements made to a property that we have previously approved and signed off.

8.7 Charging arrangements

8.7.1 Customers may be given the opportunity to carry out any rechargeable repairs themselves. Where a customer chooses to carry out their own repair, they must provide a target completion date so we can arrange a post inspection of the repair to ensure that it is has been undertaken to the required standard and where relevant to legal requirements.

8.7.2 We will consider carrying out repairs that are customers’ responsibility on behalf of the customer. In such circumstances, we will provide a quotation and agree payment in advance before the work is started.

8.7.3 Where customers may otherwise have difficulty in repaying the cost of a rechargeable repair, we will offer affordable repayment plans.

8.7.4 Rechargeable repair costs will be calculated using the current version of the National Housing Federation Schedules of Rates for reactive repairs where these are available, or the cost charged by the contractor such as a locksmith and an administration charge of 15% and will be subject to VAT at the current rate.

8.8 Outstanding rechargeable repair charges

8.8.1 Where there are excessive outstanding recharges on a customer’s account, no agreement for payment is in place or an existing payment plan is not being met we will:

* consider only carrying out emergency repairs (customer right to repair) until a payment plan is agreed,
* consider refusing any transfer and mutual exchange applications until the cost of the recharges are recovered (as per our Allocations Policy).

8.9 Recovery of charges

8.9.1 Failure to pay recharges is considered a breach of tenancy conditions and Elim will seek to recover those costs via appropriate income recovery methods.

8.10 Appeals process

8.10.1 Current and former customers have the right to challenge repair recharges. Such requests will be considered by the Head of Asset Management.

8.10.2 Customers also have the option to take independent advice from an independent source such as the Citizens Advice or a Solicitor.

8.10.3 Customers have 7 days to respond and challenge any rechargeable repairs requests.

8.10.4 If substandard repairs have been undertaken previously by contractors that directly relate to the repair being recharged the maintenance surveyor will visit. This is to ensure that customers are not recharged for contractor poor workmanship and to discuss the individual circumstances relating to the repair.

8.10.5 We will also consider recharging contractors for missed appointments or if they attend a property without prior notice or an appointment.

8.11 Extenuating circumstances

8.11.1 Managers may use discretion when there are mitigating circumstances such as a vulnerability or extenuating personal situations. These should be agreed within the Operational Management Team.

8.12 Withholding the repairs service

Elim will never withhold their repairs service for repairs that pose an immediate threat to the health and safety of the customer or any other user of the property or for repairs that are required to ensure that the property is compliant with any H&S legislation, eg, gas servicing. In some cases, however, Elim may choose to withhold their repairs service, these include:

1. routine repairs where a customer is in arrears and not engaging with us to address those arrears,
2. routine repairs where a customer already has outstanding, unpaid recharges for previous repairs,
3. routine repairs that are considered the customer’s responsibility according to this procedure,
4. where a customer has consistently failed to fulfil their responsibilities as outlined in section 8, above, e.g., not allowing access to contractors or Elim staff,
5. where Elim staff and contractors do not feel safe attending the customer’s property for some reason that is the responsibility of the customer.

8.13 Repair definitions

Repair and Maintenance jobs fall into four broad categories:

 **Responsive repair**: a ‘responsive repair’ is a term used generally to describe small scale day-to-day repairs that are reactive in nature, rather than planned work or repairs included in a longer-term investment program. It covers repairs needed to fix single or multiple defects that should be carried out within a maximum 21 days. If the repair does not fit this description, it may be classed as either cyclical or planned improvement works.

**Planned maintenance i**s where a job has been planned. They are typically planned several months in advance and may include:

* improvements to the building or premises, eg, upgrading a fitting like a kitchen. These jobs will usually be identified through stock condition surveys or property inspections,
* ongoing maintenance of a building, eg, decorating of communal areas,
* periodic servicing and / or testing of equipment provided by Elim, eg, boilers, electrical fittings or fire alarm systems.

**Cyclical maintenance:** are jobs that are carried out on a regular basis. Typically, these types of work relate to the safety and effective functioning of fixtures and fittings such as boilers, fire alarm systems and electric installations.

**Void works:** are where we carry out repairs and maintenance to a property that is not occupied, to ensure it is at the appropriate standard for the next occupant. Customers moving into a property should expect the property to meet the Elim Standard for homes.

**9. Repair appointments**

9.1 We will aim to make appointments for all repairs in each of the above categories except for those relating to communal areas. Appointments will generally be made at the first point of contact with the customer and for a time and date convenient for the customer.

9.2 We will offer contractor and internal repairs team appointments for the completion of any repairs and for any pre and post inspections that may be required.

9.3 The following appointment time slots will be offered:

* Morning - between 8am and 1pm
* Afternoon - between 1pm and 5pm
* Non-school run appointment (09:30AM – 2:30PM or 3:30PM – 5:00PM)
* All day – between 8am and 5pm

9.4 If an appointment cannot be kept, customers are asked to inform us at the earliest opportunity. If there is no access and no contact from the customer for a reactive repair, the job order will be cancelled after our access procedure has been complied with.

**10. Customer complaints**

10.1 These will be processed as all other complaints as per our [Complaints Procedure](file:///P%3A%5CPolicies%20and%20Procedures%5C8%20Business%20area%20-%20Operations%5CCustomer%20Service%20%26%20Feedback%5CProcedures%2C%20Leaflets%20and%20Guidance%5CComplaints%20Procedure%2C%20April%202022.pdf).

**11. Post inspection, survey or visits and customer needs**

11.1 Surveyors visits

11.1.1 There may be some repairs that we find difficult to diagnose during a phone call or following a repair being reported by email or via our website. We will aim to keep officer visits to a minimum to ensure that repairs are completed as quickly as possible.

11.1.2 Our surveyors, on occasions, may need to make diagnostic visits (reactive visits). This is usually where repair circumstances are not completely clear, there is a clear Health a Safety risk to a customer or there is significant damage reported to a property.

11.1.3 Examples where a maintenance officer visit is likely to be required are:

* reports of serious damp, mould, or water ingress,
* following a report of a fire,
* where wilful neglect or intentional damage to a property has been reported,
* difficult to diagnose repairs,
* mutual Exchange Inspections,
* pre-void inspections,
* report of damage to a Fire Door,
* referrals and requests for assistance from contractors,
* structural damage to a property, wall or outbuilding,
* significant trip hazards to paths or in communal areas,
* party wall disputes, including unauthorised building on the property boundary lines,
* to undertake Stock Condition Surveys,
* to inspect, approve and consent to customer property alterations,
* where multiple contractors are required to complete a repair,
* before planned works such as kitchen and bathroom improvements are undertaken,
* following a request to remove or add additional window restrictors,
* health and Safety hazards that cannot be resolved by an emergency repair (Housing Health & Safety Rating Hazard),
* where a customer recharge is in dispute and further information is required,
* completing scaffolding handover and weekly inspections,
* to assist and make joint inspections with specialist contractor trades such as Pest Control, Roofers, Drainage etc.

11.1.4 Officers will not usually make diagnostic visits for a repair that can be completed within a working day or can be diagnosed over the phone.

11.2 Post inspections

11.2.1 We will endeavour to undertake post inspections of relevant responsive maintenance and repair work orders in accordance with the following type and cost thresholds.

|  |  |  |
| --- | --- | --- |
|  **Type/ Value** | **Contractor inspection**  | **Elim inspection** |
| Repairs  | 10% | 10% |
| Voids/ Empty Homes | 100% | 100% |
| Component replacement eg kitchens | 100% | 100% |
| Specialist Work | 100% | 100% |
| £5,000> | 100% | 100% |
| £1,000-£5,000 | 100% | 75% |
| £1,000> | 20% | 10% |
| <£100 | 2% | 2% |

11.2.2 We will post inspect properties where works have been undertaken to address serious cases of damp, mould or condensation within three months of the completion of works. A repeat inspection may also take place during the following autumn or winter period if the works were completed in the spring or summers months.

11.2.3 We will also post inspect all empty properties and planned works (Kitchens, Bathrooms, Windows, Doors & Boiler Replacements) to ensure that the “Elim standard” has been met and that Elim’s repairs and improvement specification has been adhered too.

**12. Health and safety repairs (and notable H&S items)**

12.1 We will ensure that any repairs identified as being a health or safety risk are managed in accordance with the following standards, policies, and procedures:

* Decent Homes Standard (DHS)
* Housing Health and Safety Rating System
* Asbestos Management Procedure
* Gas Safety Management Procedure
* Electrical Safety Management Procedure
* Lift Safety Management Procedure
* Water Management Procedure
* Fire Safety Management Procedure
* Welsh Housing Quality Standard (WHQS) Policy
* The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022

12.2 Domestic Smoke, heat & CO detectors (BS 5839 Part 6)

12.2.1 All smoke, heat and CO detectors will be tested and serviced annually. Alarms will also be tested at the start and completion of any void works.

12.2.2 It is the responsibility of our customers to test any smoke, heat, and CO detectors weekly and report any defects.

12.3 Window restrictors

12.3.1 We have a duty not to expose customers to risks to their health and safety, including the risk of falling from windows.

12.3.2 All customers are required to report repair defects to windows, including restrictors, as part of their tenancy agreement. It is the responsibility of the responsible adult living or managing the property to report defects to window restrictors to us promptly.

12.3.3 Domestic properties with primary window restrictors are not maintained or inspected periodically but will be by or responding to repair requests from customers.

12.4 Damp and mould

12.4.1 Damp and mould are health hazards and Elim has a duty not to expose customers to risks to their health and safety.

12.4.2 Elim will respond to all customers who are experiencing damp or mould issues and work with customer to resolve these issues. As damp and mould causes can be complex Elim will arrange an appointment with the customer for a surveyor to visit the property and diagnose the problem and arrange for any remedial works that are required. Customers experiencing damp should contact the repairs team and report this matter.

12.4.3 Customer responsibilities

* + To heat and ventilate their home this can be achieved by having a background temperature of 15 degrees.
	+ Using the extractor fans or heat recovery fans fitted to the property as these are essential in controlling humidity in your home.
	+ Ensure trickle vents to windows were fitted are open and clear.

**13 Performance monitoring**

13.1 We continuously monitor our repairs service in accordance with the contractual performance standards set out in our Repairs Contracts and Service Level Agreements.

13.2 We will continue to engage and involve our customers in monitoring the service through independent surveys.

13.3 We aim to complete repairs on the first visit and will monitor our performance against this measure. Sometimes, during a repair, additional works may be required but our aim is to ensure completion within the priority time allocated.

13.4 We will issue our Code of Conduct and this Repairs and Maintenance Policy to all our contractors and expect them to maintain the standards set. This code along with the quality submissions provided as part of the contractors tender or approved contractors document form part of the contractors’ legally binding contract and sets the quality thresholds for the service.

13.5 We will monitor customers satisfaction through “new tenancy” visits and repairs satisfaction surveys. Feedback received from these surveys may be used to inform amendments to the policy and thus improve the service provided.

13.6 Contractor performance monitoring will be undertaken monthly were agreed Key Performance Indicators will be used to measure performance based on management information from Elim’s CRM issued to contractors and the reports received back from them.

13.7 Consolidation of outstanding, overdue work and orders in progress will be carried out monthly. Periodic reviews will be undertaken on historical work orders to ensure that orders do not remain live on our repairs system for excessive periods of time.

13.8 We will monitor completion times for individual properties and report our average turnaround time through our agreed KPI performance framework as part of a wider suite of performance indicators:

13.9 The table below gives detail about the measures Elim will use to evaluate its performance in implementing this, Policy.

|  |  |  |  |
| --- | --- | --- | --- |
| **Measure** | **Detail** | **Target** | **Reported to** |
| **Customer satisfaction with repairs** | Satisfaction surveys are conducted quarterly of a representative sample of our customers. If they have received a repair in the past 12 months, they are asked how satisfied they are with the service received. Customers who answer “very satisfied” or “fairly satisfied” are considered to have be satisfied.Customers are also asked to provide qualitative feedback on the maintenance service and this feedback is analysed on a quarterly basis, with further action undertaken as necessary. | Over 80% | Elim Board |
| **Repairs completed within target time** | A simple percentage calculation of the repair completion date against the date the repair was due to be completed. | Over 95% (100% for urgent repairs) | Development and Assets Board Committee |
| **Health and safety compliance** | Properties compliant with relevant legislation and internal Elim Policy in relation to gas, electrics, asbestos, fire, lifts and pressure vessels. | 100% | Elim Board |
| **Void turnaround time** | The number of days it takes us to relet our social rented or Gypsy and Traveller properties. | Less than 5 weeks | Elim Board |

In addition to these performance indicators, we will also consider other factors when evaluating our performance:

* spending against budget,
* inspections of completed repairs,
* complaints received in relation to Repairs and Maintenance,
* management of our contracts with our repairs and maintenance contractors,
* ad-hoc feedback from customers and staff,
* inspections.

**15. References**

|  |
| --- |
| **Related external documents** |
| See section 6 Legal & regulatory framework |
| **Related internal documents**See page 1 Related Policies and Procedures  |

Jed Revans

Head of Asset Management

December 2022