

## RESPONSIVE REPAIRS POLICY

### Responsible Officer

Director of Customer Services

### Aim of the Policy

The aim of this policy is to set out how we deliver our responsive repairs service to ensure our stock is maintained and repairs are completed to a high standard, within target times, while achieving value for money. We will carry out regular planned works programmes to help reduce the need for emergency repairs.

### The Policy

#### Reporting a repair

We want you to have easy access to our responsive repairs service. You can report repairs\* to any of our staff:

- By telephone
- In writing, by email or post or online
- In person at The Green Man or when we visit your home or estate

\*Out of hours' emergency repairs must be reported by telephone.

#### Response times and appointments

**Response times** – These depend on the type of repair. We aim to undertake the works within the timescales below, except where you have requested a later appointment. Or, if the works can only be carried out at a later date, we will let you know.

Type of repair	Response time
<b>Out of hours' emergency</b> <ul style="list-style-type: none"> <li>• Requires immediate action outside of our repairs hours (Monday-Friday 5pm-8am; all day weekends and public holidays).</li> </ul>	Within two hours
<b>Same day emergency</b> <ul style="list-style-type: none"> <li>• There are immediate and serious health and safety implications</li> <li>• There is a risk to the security of your home</li> <li>• Where failure to carry out the repair will result in further damage to the property.</li> </ul>	Same Day - to make safe
<b>Everyday repair</b> <ul style="list-style-type: none"> <li>• Day to day maintenance usually of a minor nature which is unplanned and does not pose a health and safety risk.</li> </ul>	Within 28 calendar days
<b>Gas urgent</b> <ul style="list-style-type: none"> <li>• Where the repair materially affects your comfort or convenience.</li> </ul>	Within seven calendar days
<b>Enhanced repair</b> <ul style="list-style-type: none"> <li>• Repairs under our Enhanced Repairs Policy that are outside our normal repairs service and which you request and pay for.</li> </ul>	Within 30 working days

**Appointment availability** – We offer an appointment system for all responsive repairs with a range of time slots for your convenience:

Monday-Friday	7am-8am (very early)
	8am-12pm (morning)
	1pm-5pm (afternoon)
	5pm-7pm (early evening)

*Saturdays may be possible for some works*

**Confirming appointments** – We will send you a text about your repair appointment to:

- Confirm when a repair is booked.
- Remind you of the appointment the day before.
- Let you know when the operative is on their way.

**Access for an appointment** – If we cannot access your property for a scheduled appointment we will attempt to call you. If we are unable to reach you, the repair will be cancelled and a calling card will be left providing details of the action that you must take to rearrange the appointment.

**Cancelling appointments** – If you cannot make an appointment, you can cancel with us at least 24 hours before the appointment. Cancelling your appointment by telephone or in person at The Green Man are the quickest ways to ensure we receive your cancellation in time but, you can also cancel in writing or with any of our staff who are visiting your home or estate.

**If you miss an appointment** – If you repeatedly miss appointments and have not cancelled them with us at least 24 hours prior to the appointments, we will charge you £10. If you misuse the emergency service, we may also charge you £20.

**If we miss an appointment** – If an operative misses an appointment and we have not contacted you to cancel it at least 24 hours prior to the appointment, you can claim compensation of £10 (£20 for emergencies).

### **Inspections**

Most responsive repairs should be completed on the first visit but there may be cases where an inspection appointment is needed to determine what works are required, take measurements or identify required parts or materials. In such cases, our planners will work with you to arrange a suitable time for the inspection.

Following an inspection, we will inform you of what will happen next. If:

- No repairs will be raised, we will tell you at the inspection visit.
- Everyday repair works are required, we will raise a repair within two days of the inspection and text you an appointment time for the repair.
- More extensive repairs are required, we will raise the repair within 10 days of the inspection and text you an appointment time for the repair.
- The required works are scheduled or the extent of works would be more economical under a planned works programme, you will be given details for a Resident Liaison Advisor who will keep you updated on the programme timing and progress.

### **During the repair**

We will ensure the nature of the repair to be carried out is clearly explained and you are given an indication of how long the repair will take. We will also:

- Ensure minimal disruption to you, throughout the duration of the works.
- Make every effort to ensure all trade waste is removed on the day of the repair.

If the time needed to complete a repair exceeds the time allotted or the operative identifies a need for works beyond what was scheduled, they will report this to us and we will inform you of next steps.

There are occasions when we may require access beneath floor and wall coverings to investigate. When required, we will ask you to take up any floor covering that you have put down. This also applies to decking and such in garden areas. We will not be responsible for replacing or reinstating any floor or wall coverings that are disturbed because of investigation or repair works.

After the repair work is done, the surface around the repair will be prepared so it is ready for you to decorate or, if you prefer, we can paint the surface white.

### **Repair standards**

We will always attempt to repair, instead of replace. We will only do a complete replacement if there is significant wear and tear and the components are passed their useful life.

Where a replacement sanitary component is necessary i.e. a wash hand basin, we will replace the single item with a standard white replacement, as is the case for wall tiles.

Where a kitchen component is necessary i.e. a wall unit, we will try to match the renewed component to the existing, however, this may not always be possible.

When a more permanent repair cannot be carried out within a reasonable timescale, we will ensure your property is weather tight in the interim.

We will use appropriate materials for all our responsive repairs, ensuring that they are 'fit-for-purpose', long lasting and value for money. All materials used will conform to industry legislation and BSI standards. [moved from quality assurance section]

We will provide electrical heaters when a repair to the heating system cannot be completed within 24 hours of being reported or earlier if you or a member of your household have specific needs.

Dehumidifiers may be provided in cases of excessive moisture, for example, due to flooding.

We will tailor our services to best support individuals at risk.

### **Repair limitations**

If you have applied to purchase your home under the Right to Buy or Right to Acquire scheme, repairs will be restricted to emergencies and statutory repairs.

## **Contractors**

We expect Phoenix Repairs Service and our contractors to demonstrate high standards of customer care. We will seek assurances that their staff are highly trained with emphasis on ensuring that repairs operatives have the necessary skills to deliver a wide range of repairs.

Phoenix Repairs Service and our contractors and all their staff must comply with the Contractors' Charter, which specifies the standards they must meet.

## **Rechargeable Repairs**

We reserve the right to recharge you for any works required as a result of misuse, neglect or wilful damage (including accidental damage and some instances of forced entry).

We will recharge tenants for:

- Any repairs carried out which are your responsibility, as identified in your tenancy agreement and the Tenant's Handbook (this may be the cost of works as well as administrative costs).
- Any unauthorised alteration to the property or for the cost of the removal of items left in the property following the end of your tenancy.

We will recharge lessees for:

- Any repairs carried out which you are responsible for under your specific lease held by the leaseholder.

You will be informed at the earliest opportunity when a recharge may be pursued.

## **Responsibilities**

**We are responsible for:**

- Keeping the structure of the property, common parts of the block, the exterior of all dwellings and the external communal areas in good repair.
- Keeping installations for the supply of gas, electricity, water, sanitation and heating systems in good repair and working order.
- Keeping lifts and communal lighting in good repair and working order.
- Repairing anything we own.
- Honouring your legal right to repair if you are an assured tenant with preserved rights (i.e. transferred from a local authority) if we fail to carry out our obligations to repair. If you are an assured tenant without preserved rights, we will also extend the right to repair to you.
- Honouring the legal right for you or a member of your family to report a housing disrepair claim if you feel a repair remains unresolved.

We may transfer some communal repairs to our planned maintenance teams for inclusion in programmes of work to ensure we achieve the best value for money.

**Tenants are responsible for:**

- Maintaining, repairing and replacing of a variety of items within your home, which are detailed in your tenancy agreement and the Tenancy Handbook.
- Reporting repairs to us as swiftly as possible to mitigate against potential damages to your home and/or possessions.

- Allowing us access to carry out responsive repairs, technical inspections, annual gas safety checks or stock condition surveys within timescales or as requested. Failure to do so will result in us pursuing a potential breach of tenancy, in line with your tenancy agreement.
- Keeping the interior of the property in a reasonable state of decoration, in line with your tenancy agreement. At sign-up, you may be offered a decorations voucher for decoration materials. Otherwise, you are wholly responsible for internal decorations unless you meet the criteria for any internal decorations assistance schemes that may be in place.
- Insuring your home and its contents. You are responsible for any loss or damage to your home due to theft, flooding or accidental damage. You may be responsible for damage caused to another property, for example, caused by flooding from your property. We actively promote a Home Contents Insurance scheme, where insurance payments can be paid alongside your rent; alternatively, you can make your own insurance arrangements.

#### **Lessees are responsible for:**

- Keeping in a good condition and repairing the areas defined as your sole responsibility within the terms of your lease, known as ‘demised premises’.
- Maintaining the boundary walls and fences along the boundaries of the garden marked with ‘T’ on the title plan.
- Allowing us and other persons authorised by us access to examine the condition of the property and any possible defects that may alter the structure of the building.
- Paying a proportion of the costs incurred by us in performing and carrying communal repairs that benefit all the residents of that block through the annual service charges.
- Seeking our written consent to make alterations or change to the layout of the property by removing or cutting down walls and to pay the relevant fees in respect of any application for consent or approval.
- Allowing us to post inspect the alterations or improvements carried out without our consent to ensure the works undertaken do not represent a health risk to you or any other residents.
- Arranging home contents insurance. While we are responsible for arranging the building insurance, you are solely responsible for any loss or damage to your home due to theft, flooding or accidental damage.

## **Monitoring**

We will post-inspect all larger extensive repairs and some responsive repairs to ensure the service provides value for money and maintains high standards while meeting our commitment to the environment and sustainability.

We will monitor levels of satisfaction and take action to improve service delivery. Poor quality work will be dealt with appropriately, by one or a combination of the following:

- Having the repair re-done.
- Raising dissatisfaction issues with Phoenix Repairs Service and our contractors.
- Requesting that Phoenix Repairs Service and our contractors review operational procedures to improve satisfaction levels.
- Staff and resident representatives meeting with Phoenix Repairs Service or our key contractors to discuss performance issues.

An independent organisation will conduct satisfaction surveys, on our behalf, with residents who have used the service. Feedback from these surveys will enable us to monitor performance of Phoenix Repairs Service and our contractors against the Contractors’ Charter and ensure repairs are carried out to industry standard.

## Review

We will review this policy every three years, or sooner if there are changes to legislation or good practice.

## Legislation

- Building regulations
- Care Act 2014
- Control of Asbestos Regulation 2012
- Environmental Protection Act 1990
- Equalities Act 2010
- Health and Safety and related legislation
- Home Energy Conservation Act 1995
- Housing Act 1988, 1996, 1998, 2004
- Landlord and Tenant Act 1985
- Leasehold reform, housing and urban development act 1993
- Modern Slavery Act 2015
- Regulatory Framework 2015
- Right to repair 1994
- The Defective Premises Act 1972
- The Occupiers Liability Acts of 1957 and 1984

## Associated Documents, Policies and Procedures

- Asset Management Strategy
- Community Empowerment Strategy
- Community Regeneration Strategy
- Contractors, Suppliers and Services Providers Charter
- Enhanced Repairs Policy
- Equality and Diversity Policy
- Gas Safety Policy
- Improvements, Cyclical Maintenance and Major Works Policy
- Internal Decorations Policy
- Phoenix Tenancy Agreement
- Phoenix Tenant’s Handbook
- Phoenix Standards (Standard 2 – Homes: Day to day repairs)
- Rechargeable Repairs Guidance
- Recharges to Residents Policy
- Value for Money Strategy

## Definitions

Term	Description
Resident	Refers to tenants and lessees.
We/us/our	Refers to Phoenix Community Housing.
You/your	Refers to Phoenix tenants and lessees.

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