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Report Title: Adoption of Repairs Policy

Report to: ELT/Cabinet

Date of meeting: 6 September 2023 / 9 October 2023

**Responsible Director / Officer: Chris Furlong, Executive Director – Property & Housing Assets,
Mark Burns, Consultant**

Responsible Cabinet Member: Cllr Graham Plant

Is this a Key decision? Yes

Date added to Forward Plan of Key Decisions if a Key Decision: 23 August 2023

EXECUTIVE SUMMARY / INTRODUCTION

The Council has a duty to repair and maintain its 5776 council homes and as a social landlord meet the Regulator's Consumer Standards.

This report sets out a new council Housing Repairs Policy for adoption.

RECOMMENDATION:

That Cabinet approve the adoption of the Housing Repairs Policy

1. Introduction

- 1.1 This report seeks Cabinet's agreement for the adoption of a new council Housing Repairs Policy. The report outlines the purpose of the Policy, how it was developed, its objectives and the key problems it is addressing, and the Policy's main features. The Policy is the first of a group of overarching Housing Asset Service related policies coming to Cabinet.

2. Housing Repairs Policy Purpose

- 2.2 The purpose of the Policy is to provide an excellent, cost-effective repairs and maintenance service for council tenants that is responsive to tenants needs, meets regulatory requirements, and supports the Council's Housing Investment Plan.

3. Policy Development

- 3.1 The Policy has been developed by an internal working group of relevant managers and officers, who agreed a draft Policy which was then considered by a tenant focus

group, and their feedback and suggestions were incorporated into the Policy, including:

Tenant Focus Group Feedback	Included in Policy
Visits being aborted, due to not having the right part.	Introduction of a diagnostic tool called 'Repair Finder', which will enable call centre staff to more accurately diagnose the repair and trade required to complete it.
Aborting visits where the job order does not match what the operative finds.	As above and where additional repairs work is discovered that cannot be fixed first time, trades staff will also call from site and request appointment availability for the customer.
Not keeping communication going sufficiently when there are delays to repairs.	When an appointment is booked, we will ensure the tenant receives a message confirming the repair. A further reminder will be sent the day before the repair is due to be completed and a further message will also be sent when the tradesman is enroute to the property on the day of the repair.
Ensure staff can appropriately identify vulnerable tenants.	We encourage tenants to let us know about any support needs and vulnerability they have when a repair is reported, so that we can prioritise it correctly and we will hold this information on our repairs management system accordance with the Council's GDPR and Data Protection policy.
Be clear on what tenants' responsibilities are and what they should not attempt	We have developed a detailed Tenant and Landlord Repairs and Maintenance responsibilities list.

4. Objectives

4.1 There has been a reduction in tenant's satisfaction with the quality of the Council's homes over the last few years with the STAR Survey scores for satisfaction with the Quality of the Home reducing from 84% to 74% between 2019 and 2022, satisfaction for speed of completion of a repair (repair completed in last 12 months) dropping from 80% to 77% between 2019 and 2022. The most recent STAR Survey however suggests there has been a small increase in satisfaction with repairs from 77% in 2019 to 79% in 2022. Compliance problems led to a breach of the Regulator for Social Housing's

Home Standard and a compliance improvement plan was put in place to address the issues identified.

- 4.2 The Housing Repairs Policy forms part of the Council's plans to improve performance and tenant satisfaction with the Repairs Service, as well as further strengthen the Council's housing compliance response, by ensuring repairs policy and practice is up-to-date, fit for purpose and clearly articulated to tenants, staff, and contractors.
- 4.3 In addition, the Council faces a challenging financial environment and has ambitious plans to improve its council housing over the next five to 30 years and is developing a Housing Investment Plan (HIP) to do this. Therefore, the Policy also contains measures to ensure it maximises Value for Money for its tenants and minimises unnecessary revenue expenditure thereby supporting the HIP.
- 4.4 To underpin these key objectives, the Policy mirrors Key Performance Indicators for the service which reflect the Regulator for Social Housing new repairs and maintenance related Tenant Satisfaction Measures.

5. Key Features

- 5.1 To ensure clarity for tenants, staff and contractors, the Housing Repairs Policy contains repairs definitions and target timescales as follows.
- Emergency Repairs - Any defect that puts the health, safety, or security of the tenant, or a third party, at immediate risk; or that adversely affects the structure of the building. Target timescale: Attend in 4 hours, completed within 24 hours.
 - Routine Repairs – A repair that can be deferred without serious discomfort, inconvenience, or nuisance to the tenant or a third party, or long-term deterioration of the building, and can await the next convenient maintenance visit. Target timescales: Completed within 28 days.
 - Planned Non-Urgent Repairs - A defect which requires the replacement rather than a repair of a component; these can be internal or external. Target timescales: Completed within 3 months.
- 5.2 The Policy also provides further clarity for tenants and staff, by comprehensively listing repairs that fall within each category in an appendix.
- 5.3 This has simplified the number of repairs categories reducing it from four to three and will simultaneously ensure emergency repairs are dealt with more effectively, but also that routine repairs overall can be managed more efficiently. To compliment this change, we recognise the best way to maximise tenant satisfaction with repairs, as well as get more work completed on the first visit, is to strive to offer tenants the first available appointment of their choice.

5.2 The recent STAR survey and tenant focus group also highlighted concerns about communication, so the Policy sets out a commitment to keep tenants informed utilising new repairs reporting systems.

5.3 The Council's practice around rechargeable repairs has also been unclear, leaving a vacuum that caused practice to drift into a default of not recharging for disrepair caused by tenants. Instead, the Council has tended to carry out most repairs, regardless of whether the tenant is liable, and bear the cost, rather than work with the tenant to prevent disrepair.

5.4 In addition, we are regularly experiencing voids where the cost of the remedial work is unusually high and often caused by the cost of house clearance, cleaning, and tenant damage. It is believed that this contributes to high average void costs which are currently approximately £4200 per void 30% above national averages of £3200.

5.5 The Policy clarifies that when a repair is not caused by fair wear and tear, then it should only be repaired if full payment is made by the tenant in advance. In exceptional circumstances, the repair can be completed first and then a recharge raised, for example if a genuine hardship exists, or the disrepair could cause or is causing damage to other parts of the property or to other properties. The Policy also confirms that in accordance with the Housing Allocation Scheme, in some instances transfers may also be suspended or disqualified if a tenant has caused significant damage and/or disrepair by their actions or neglect.

5.6 It should also be noted that the Policy supports a wider review of recharges currently being carried out, where the introduction of a new IT system allows the opportunity to review our wider recharge policy and processes, so tenants are clear on what the requirements are.

5.7 There are also several actions arising from this Policy that will ensure it is fully implemented.

6. Next Steps

6.1 If agreed by Cabinet, the Policy will be recommended to Full Council for approval.

7. Financial Implications

7.1 There are no additional costs to this policy, but it is estimated average Voids costs could be reduced from an average of £4200 to approximately between £3200 and £3500, by the effective introduction of this policy. Further significant savings could be made from reducing ongoing repairs work that should be the tenant's responsibility.

8. Risk Implications

8.1 This Policy will support compliance improvement plans and help ensure no further Regulatory Breaches occur.

9. Legal Implications

The Policy confirms Secure Tenants Right to Repair and Right to Compensation for Improvements.

10. Conclusion

10.3 This report has set out a request for Cabinet to agree the adoption of a new council house Repairs Policy, outlined the purpose of the Policy, how it was developed, its objectives and the key problems it is addressing, and the Policy's main features.

11. Background Papers

Areas of consideration: e.g. does this report raise any of the following issues and if so how have these been considered/mitigated against?

Consultations	Comment
Monitoring Officer Consultation:	
Section 151 Officer Consultation:	
Existing Council Policies:	
Equality Issues/EQIA assessment:	



Housing Repairs Policy

Contents

Introduction	3
Policy Statement and Objectives	3
KPI's and Tenant Satisfaction	4
Access to Homes	5
Repairs Responsibilities	6
Responsive Repairs Definitions and Timescales	6
Communication.....	7
Vulnerable Tenants	7
Planned Maintenance	8
Repair/Replace Policy	8
Cyclical Maintenance, Servicing and Compliance checks	8
Quality Standard Principles.....	9
Standardisation and Choice	9
Respecting Each Other	9
Voids/New Lets	10
Right to Repair	10
Tenant Alterations	10
Rechargeable Repairs.....	11
Transfers To Other Social Housing.....	12
Value for Money	12

Introduction

The purpose of this Policy is to outline our approach to the repair and maintenance of our housing stock, enabling us to deliver the highest possible standards of housing for our tenants, maximising tenant satisfaction and fulfilling our legal and regulatory obligations as a social landlord.

Service vision

Our overall Housing Assets service vision is to deliver;

‘Council housing that exceeds ‘Decent Homes Standards’ requirements, meets housing need, is attractive and in demand, is affordable and sustainable’

Policy Statement and Objectives

We recognise that providing an excellent repairs and maintenance service that is responsive to tenants needs and offers a good standard of repair, is a key tenant priority. However, the service also needs to be cost effective, eliminating unnecessary spend and waste, to maximise funding for the capital works programme as set out in our Housing Investment Plan (HIP), for example, to support funding to ensure homes achieve the ‘Decent Homes Standard’ and to support the decarbonisation of housing stock.

Delivering a comprehensive, timely capital works programme, will also achieve more cost-effective component replacement, such as replacing windows, or kitchen units and reduce component failure. This in turn will minimise unnecessary and uneconomic repair work, freeing up more funding for the capital programme, thus creating a virtuous circle of capital investment and cost-effective repairs and maintenance.

To do this we will provide a 24-hour, 365 day per year responsive repairs service, as well as cyclical and planned maintenance programmes and our objectives will be to;

- Achieve top quartile performance for tenant satisfaction with the repairs service
- Become an exemplar in meeting our statutory and regulatory obligations for repairing and maintaining customers’ homes, including our Damp and Mould Policy
- Build the skills, capacity and resources to deliver a sustainable high level of service so that the service develops, attains and attracts a high-quality workforce
- Minimise unnecessary cost and waste in responsive repairs, achieving top quartile performance on repairs carried out first time
- Provide an accessible and accountable repairs and maintenance service that reflects GYBC’s commitment to equality and diversity
- Take any proportional extra steps required to support the needs of our most vulnerable customers

KPI's and Tenant Satisfaction

To ensure this policy encourages high standards of performance and raises tenant satisfaction with repairs, we monitor key performance indicators (KPIs), including repairs related key Tenant Satisfaction Measures required by the Regulator of Social Housing. We will also regularly review performance and targets, using the data to learn and improve the service. The repair service KPIs are set out below.

Tenant Satisfaction Measures	Current Performance	Target 2023/4	Target 2024/5	Target 2025/6
RP02: Repairs completed within target timescale	93% (GYN outturn 2022/3)	95%	96%	97%
TP02: Overall Satisfaction with the Repairs service	79% (STAR, 2022)	85%	86%	87%
TP03: Satisfaction with time taken to complete most recent repair	77% (STAR, 2022)	80%	83%	86%
TP04: Satisfaction that the home is well maintained	77% (STAR, 2022)	80%	83%	86%
TP05: Satisfaction that the home is safe	80% (STAR, 2022)	83%	85%	87%
BS01: Gas safety checks - percentage of homes that have had all the necessary gas safety checks.	100%	100%	100%	100%
BS02: Fire safety checks - percentage of homes in buildings that have had all the necessary fire risk assessments	100%	100%	100%	100%
BS03: Asbestos safety checks - % of homes in buildings that have had all the necessary asbestos management surveys or re-inspections	100%	100%	100%	100%
BS04: Water safety checks –	100%	100%	100%	100%

(Legionella) % of homes that have had all the necessary legionella risk assessments				
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Local Measures	Current Performance	Target 2023/24	Target 2024/5	Targe 20225/26
% of Repair Appointments Made and Kept	93% (GYN outturn 2022/3)	93%	94%	95%
% of Emergency Repairs Completed in Timescale	93% (GYN outturn 2022/3)	100%	100%	100%
% of Responsive Repairs Completed First Time	90% (GYN outturn 2022/3)	85%	90%	90%

Access to Homes

Under the terms of the tenancy agreement, we require reasonable access to homes to carry out works where necessary and we will work with tenants to agree a suitable time. Occasionally, where repairs or safety checks are required which could have a significant health and safety impact, when we have tried to arrange access but been unable to get entry to do checks or repairs, as a last resort, we may seek legal authorisation to gain entry.

Making An Appointment

We will always aim to offer the next available appointment that suits each individual tenant, and we endeavour to:

- provide a range of appointments at times to suit tenants
- confirm all appointments where possible
- keep all appointments, but where that's not possible we will keep tenants informed about any likely delay, or change
- advise if an appointment is not required, or if somebody needs to be at home when we visit.

Maintenance Inspectors

Some repairs require a surveyor to visit the property, for example, if the repair is difficult to diagnose remotely, or if there are multiple repairs, and in these instances the Council will send out a maintenance inspector to view the repair at the tenant's home. Again, we will offer this by appointment.

We will also carry out some post repair reviews, including inspections to ensure their quality is maintained at a high standard.

Changing, or Missing Appointments

If an appointment is missed, or needs to be re-scheduled, tenants should contact us to arrange another appointment for the repair to be completed. We will leave a calling card if no-one is in when we arrive and will normally make three attempts to gain entry to carry out the repair, or survey. Where we need to change an appointment for any reason, we will advise of any changes to an appointment and offer a suitable alternative time, if required, and if in the rare circumstances we miss the appointment, we will keep you informed and always try to reschedule it at your convenience.

Repairs Responsibilities

The repair and maintenance of GYBC's housing stock is a joint responsibility between landlord and tenant. As landlord, we are responsible for most repairs and tenants are responsible for reporting them, as well as undertaking repairs that are their responsibility. For a breakdown of the repairs that the Council and tenants are responsible for, please see the Tenant's Handbook, or Appendix A.

The Council will carry out some repairs which are the responsibility of the tenant and recharge the tenant for the cost of the works. For further information please see the Rechargeable Repairs section of this document.

Responsive Repairs Definitions and Timescales

Responsive repairs are defined as those repairs which are carried out on a responsive basis, as the need arises. Some repairs are more urgent than others, such as a burst water pipe needing urgent attention, compared to a dripping tap which is not an emergency repair. To enable us to prioritise repairs and carry them out in a timely manner, we have divided responsive repairs into three categories.

1. **Emergency Repairs** - Any defect that puts the health, safety or security of the tenant, or a third party, at immediate risk; or that adversely affects the structure of the building.

Target timescale: **Attend in 4 hours, completed within 24 hours**

2. **Routine Repairs** – A repair that can be deferred without serious discomfort, inconvenience or nuisance to the tenant or a third party, or long-term deterioration of the building, and can await the next convenient maintenance visit.

Target timescales: **Completed within 28 days**

3. **Planned Non-Urgent Repairs:** A defect which requires the replacement rather than a repair of a component; these can be internal or external.

Target timescales: **Completed within 3 months**

(For a list of common repairs under each category please see Appendix B)

First Available Appointment

Regardless of the target timescale, we recognise the best way to maximise tenant satisfaction with repairs, as well as get more work completed on the first visit, is to strive to offer tenants an appointment of their choice.

Fix First Time

To maximise tenant satisfaction and minimise unnecessary waste and cost, we will aim to successfully complete repairs on the first attempt as often as possible.

In addition, to ensure we can fix repairs on the first visit as often as possible, we will introduce the use of a diagnostic tool called Repair Finder, which will enable call centre staff to more accurately diagnose the repair and trade required to complete it. Where additional repairs work is discovered that cannot be fixed first time, trades staff will also call from site and request appointment availability for the customer.

Some routine repairs may be prioritised for earlier completion where there is a Right to Repair, such as leaking roof, door entry phone not working, or mechanical extractor fan.

Communication

When an appointment is booked, we will ensure the tenant receives a message confirming the repair. A further reminder will be sent the day before the repair is due to be completed and a further message will also be sent when the tradesman is enroute to the property on the day of the repair.

Our repairs reporting system will alert repairs staff to any delays, or issues during the working day so that they can communicate with tenants to keep them informed via their chosen communication method.

If a repair appointment is moved for any reason, a message will be sent confirming this and the communication process will remain as stated above.

Vulnerable Tenants

We recognise that some of our tenants are vulnerable and experience difficulties with everyday living and/or may require additional support to ensure they can safely occupy their homes. In relation to repairs, this could include giving extra priority and we will assess a tenant's vulnerability in line with our Vulnerability Policy.

We encourage tenants to let us know about any support needs and vulnerability they have when a repair is reported, so that we can prioritise it correctly and we will hold this information on our repairs management system in accordance with the Council's GDPR and Data Protection policy.

We will ensure our call centre staff are suitably trained and can make decisions to ensure risks are evaluated appropriately.

Staff and contractors may be able to assist in moving heavy or awkward items prior to work commencing, however, no liability will be accepted for any accidental damage caused and arrangements will need to be agreed in advance, where possible.

The nature of support we provide will depend on the level of vulnerability and the household's circumstance.

Handy Person Service

We would like to offer a handyperson service to vulnerable tenants for small jobs which may be difficult for them to complete themselves, e.g. hanging curtain rails, building flat packed furniture, or putting up a shelf and we will be exploring the viability of this initiative during 2023.

Planned Maintenance

Planned Maintenance is defined as works carried out when the building components have reached the end of their expected lifespan. This includes kitchen, bathroom, windows, roofs, and boiler replacements. These works are determined by the age and condition of the component and are normally planned in advance and are carried out as part of contracts covering a number of homes.

Our planned investment is developed from our stock condition database, including information on construction dates, component life cycles, actual condition (based on individual inspections rather than lifecycle) and customer feedback. We will regularly assess the condition of our housing stock and have developed Property Asset and Data Standards to ensure decisions are reached on up-to-date, accurate data.

A detailed five-year maintenance programme will be produced and published via the Council's website.

Repair/Replace Policy

The Council will normally carry out a responsive repair by fixing the existing component and only replace components as part of its planned programme. However, it may sometimes replace rather than repair a component outside of a planned contract, where it has failed and is beyond economical repair. Our decision-making in these circumstances will take into account:

- The cost of repairing the component
- How long that repair is expected to last
- The cost of replacing the component
- The timescale for replacement of the component under the planned programme

If a component is replaced, whilst we will try to meet a similar specification to the one being replaced, where we cannot, it will be a council approved component.

Cyclical Maintenance, Servicing and Compliance checks

Cyclical Maintenance is defined as work which is undertaken on an arranged cycle to help maintain the property in good order. In addition, the Council undertakes annual gas boiler servicing as well as regular electrical testing, asbestos and water hygiene checks and lift servicing (compliance checks).

We will undertake the cyclical maintenance of components, servicing and compliance checks in accordance with current legislation, Health & Safety guidelines and other appropriate industry legislative standards.

We will service all gas appliances for which we are responsible within statutory regulations and requirements. The service will include safety checks and will be in accordance with all current gas regulations. We will, if necessary, take appropriate enforcement action against tenants who do not co-operate in providing access for compliance checks to be undertaken. Enforcement action to gain access to a home will only be used as a last resort and we will work with tenants to arrange suitable access to their home for such checks. Compliance checks support the safety of the tenant, their household and neighbours.

We will also maintain and service specialist installations such as lifts, fire alarm systems, council provided smoke and carbon monoxide detectors, fire extinguishers, warden call systems, door entry systems or any other items considered necessary, on a regular basis as demanded by statutory responsibility or manufacturer's recommendations. All services will include health and safety checks. Where possible we will try to coordinate our activities to minimise inconvenience to tenants, such as carrying out boiler, smoke alarm and CO detector planned maintenance in one visit.

Cyclical maintenance works includes works like external painting and cleaning guttering. We will redecorate our properties externally on a regular basis. Prior to redecoration, all previously painted components will be surveyed, and any found to be defective will be repaired or renewed. We will also decorate the communal areas on a regular basis. Where tenants wish to decorate parts, or the whole of their home externally, permission must be sought in advance. Where possible we will also incorporate improvements identified by tenants and leaseholders.

Quality Standard Principles

We want any repair to be fit for purpose, value for money and good quality, so that it lasts for the remaining lifetime of the component it relates to and avoids unnecessary repeat work or inconvenience for tenants. In every case we will ensure the repair is of a high standard, meeting the requirements of this policy.

Standardisation and Choice

To offer the high standards of quality set out in this policy, but also ensure our future planned and responsive maintenance work is cost effective, where possible, we want to only use standard components approved by the Council. This will enable contractors to plan and ensure they have an adequate supply of any components needed, avoiding unnecessary delays and successfully completing repairs on the first attempt. We will also endeavour to offer some choice in future programmed work. This will take time however, to implement.

Respecting Each Other

Our employees, and contractors, will be respectful, polite, and helpful at all times. They will also show visible photo identification before entering a tenant's home and will explain what work will be carried out and discuss this with the tenant.

We will try to take care of all tenant's belongings whilst working in their home, protecting them from damage and dust. To assist this, customers are expected to clear the area of any belongings or valuable items prior to work commencing.

Employees and our contractors will work safely in and around the customer's home, ensuring materials and tools do not cause any hazards to occupants. Rubbish and mess will be kept to a minimum and removed at the end of each day.

Where services such as electricity, water and gas will be disrupted, the tenant will be informed how long they will be affected, and every effort will be made to reinstate services before the end of the day. We will advise tenants where this is not possible and reasonable alternative arrangements will be made.

We will not tolerate any abuse, or inappropriate behaviour towards our staff or contractors, by tenants, their household, or their visitors. All tenants are expected to treat staff with respect and dignity. This means that tenants, their household and/or their visitors must refrain from behaving in a way that is aggressive, threatening, abusive or insulting. Nor must they engage in any behaviour, intentional or otherwise, that constitutes harassment or discrimination. We will take reasonable action to protect staff from such behaviour where appropriate.

Voids/New Lets

The approach to the management of the void process, including disrepair, recharges and letting standards is dealt with in accordance with the Council's Void Policy.

Right to Repair

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 sets out a secure tenants' right to carry out some qualifying repairs if the Council does not complete them within timescales set out in the legislation.

If a qualifying repair cannot be completed within prescribed timescales, the tenant has the right to request the Council to instruct a second contractor to complete the work. Where the second attempt, or second contractor also fails to complete the work within the agreed time, we will pay compensation to the tenant as set out in the legislation.

For more details on the Right to Repair legislation please see Appendix C

Tenant Alterations

Tenants at times will naturally want to improve, or alter, their Council dwelling and indeed they have the right to make certain improvements. In accordance with our Tenant Improvement Policy some improvements cannot be carried out without our written consent and tenants must request permission in writing, by completing a Tenant Alteration and Property Improvement Application Form (Appendix D) and receive permission before commencing any work. Although we cannot unreasonably withhold permission, tenants may be asked to remove any unauthorised alterations to a property at their own cost and put it back to the Council's standard. The tenant making the alteration will be responsible for the repairs and maintenance of these items whilst they remain the tenant, or if they moved into the dwelling where the alteration has been carried out, by mutual exchange.

A secure tenant of a local authority may have the right to be compensated for the improvements that they carry out to their property. The compensation is only paid for certain types of improvement and can only be claimed at the end of the tenancy. For further details please see Appendix E.

Rechargeable Repairs

During The Tenancy

In accordance with the Council's Rechargeable Repairs Policy, if a repair is caused by the natural use of a dwelling house by tenants and constitutes fair wear and tear and is the council's responsibility (see Appendix A) we will carry out any required repairs in line with our timescales without charge to the tenant.

However, the Council will charge residents for repair works carried out on their behalf where this expenditure has been caused by accidental, intentional, reckless, or careless damage, or neglect and thus is not the result of fair wear and tear.

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

- an emergency response is required
- the property must 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 disrepair 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

Where a repair is needed resulting from criminal activity that has not been caused by the tenant, a member of their household, 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.

At the End of the Tenancy

On receipt of a valid notice to end a tenancy, arrangements will be made with the tenant for the property to be inspected by a maintenance inspector, prior to the tenancy ending, to ensure it meets the expected standard set out in the tenancy conditions. The tenant will be advised at this stage of any repairs that they are likely to be recharged for unless rectified before the tenancy ends. However, some repairs for which the tenant is responsible may occur after the end of tenancy inspection has taken place or are not detectable until the dwelling is empty because of the nature of the repair, or for example, because of the presence of the tenant's furniture.

Any rechargeable works not carried out by the tenant before they vacate the property will be undertaken by the Council and the cost of the works will be recharged to the former tenant. A breakdown of the recharge work will be provided.

A situation may arise where an end of tenancy inspection is not able to be carried out in the presence of the tenant, for instance where the property has been abandoned. In these circumstances an empty property inspection will take place and a photographic record will be taken of any damage caused or work required to the property which is deemed to be the former resident's responsibility.

We will pursue any rechargeable repairs in accordance with the Council's Rent and other income collection policy, as well as our Rechargeable Repairs Policy.

Transfers To Other Social Housing

We know that tenants naturally sometimes require a move to another property, and we will process any transfer application in accordance with our Housing Allocation Scheme.

However, it is the tenant's responsibility to ensure there are no rechargeable repairs left at the time they vacate their home. Where a tenant has applied for a transfer, a maintenance inspector will visit the home to inspect the condition of the property. Tenants will be notified of any rechargeable repairs they are required to rectify, as well as the timescale to do so. Where a tenant has caused significant damage and/or disrepair by their actions or neglect, then this may lead to tenancy enforcement action being commenced and in accordance with the Housing Allocation Scheme, in some instances, an application for a move could be suspended, or disqualified.

Value for Money

Value for money is a key component of any Repairs and Maintenance Policy. The national context of rising costs means that there is a need to make the best use of all capital and revenue funding to ensure that we deliver the best quality service. There is also a clear link between a high-quality service and one that is efficient through removing or reducing service failures, inefficiencies, duplication, and waste. Our Housing Investment Plan also sets out several objectives to drive efficiency and value for money and allow those savings to be re-invested into the service.

Appendix A

Tenant and Landlord Responsibilities

You are responsible for some repairs in your home.

Great Yarmouth Borough Council is responsible for repairing key parts of your home and looking after the structure of any communal buildings and communal areas, however you are also responsible for some repairs in your home and we have set out the most common examples as guidance below.

For further queries please contact us on 0808 264 444, or e-mail gynrepairs@ncsgrp.co.uk. If possible, please ring to report a repair, so a convenient appointment can be made for the repair or inspection.

Ensure you're insured: Whilst we take out buildings insurance to cover the buildings we own and manage, please be aware that you are responsible for your belongings and making sure you have sufficient home contents insurance. The Council offers contents insurance, please see [for more information](#), or contact the Rent Income Team on 01493 846726, or email rentincome@great-yarmouth.gov.uk

Overall

You are responsible for:

- ✓ Keeping your home clean and in good condition
- ✓ reporting repairs the council is responsible for as soon as you become aware of them
- ✓ keeping your garden tidy
- ✓ insuring your home possessions
- ✓ giving us access to your home to carry out repairs, or any other essential work
- ✓ all repairs to your own belongings
- ✓ redecorating e.g., painting and wallpaper
- ✓ repairing hairline cracks or fractures in plastering
- ✓ taking reasonable steps to prevent condensation and mould, such as ensuring properties are adequately heated and ventilated, and treating and cleaning mould as appropriate (if you are in any doubt please contact us to arrange a repairs inspection where our surveyor can assess the problem and take further action if necessary)
- ✓ reporting a crime reference when reporting repairs caused by vandalism e.g., smashed windows
- ✓ providing access for safety checks to include:
 - annual gas servicing (if gas heating system)
 - five year electric checks
 - Carbon Monoxide and Smoke Detector checks and servicing (carried out at same time as gas or other heating system service)
 - Air Source Heat Pump/Electric heating system check

Kitchen

What you are responsible for:

- ✓ keeping the kitchen in good condition
- ✓ replacing sink plugs
- ✓ connecting and repairing your own appliances, e.g., washing machines, cookers and other white goods (please ensure these are carried out by a competent person and for cookers an electrician/gas engineer is used)
- ✓ clearing blocked sinks (unless caused by a plumbing failure the Council is responsible for)
- ✓ rehanging a kitchen cupboard door where the damage is caused by you
- ✓ changing fluorescent light tubes and starters

We will:

- ✓ replace tap washers
- ✓ repair trip hazards or other damage to the kitchen flooring we have provided
- ✓ repair or replace detached or snapped unit hinges, drawer fronts, runners and backs where this is not caused by tenant damage/neglect
- ✓ repair or replace kitchen units, worktops and seals
- ✓ repair or replace sealant around your kitchen sink
- ✓ fix or replace extractor fans, pull cords and cooker ventilation hoods if installed by us
- ✓ repair electrical sockets and isolator switches
- ✓ fix and replace cupboard and drawer handles where these are not damaged by you/a member of your household or visitor
- ✓ tighten loose hinges, drawer fronts, runners and backs.

Bathroom and Toilet

What you are responsible for:

- ✓ keeping the bathroom and toilet in good and clean condition
- ✓ containing leaks and preventing water damage, reporting leaks promptly for repair
- ✓ clearing a blocked toilet, sink, bath and hand basin (unless caused by a plumbing failure the Council is responsible for)
- ✓ replacing the toilet seat lid and hinges
- ✓ replacing bath and sink plugs, chains
- ✓ descaling or replacing shower heads and hoses
- ✓ replacing accessories such as mirrors, rails/curtains, riser rods, toilet roll holders, towel rails and cabinets
- ✓ repairing or replacing the internal tidy dryer, located over bath
- ✓ repairing or replacing WC and bathroom door locks/bolts
- ✓ replacing light bulbs (non-sealed light fitting).

We will:

- ✓ attend to and repair leaks
- ✓ repair or replace basin and bath taps
- ✓ repair or replace showers that we have installed
- ✓ repair or replace toilet flushing mechanisms
- ✓ repair or replace shaver points
- ✓ repair or replace extractor fans and pull cords
- ✓ repair or replace leaking or dripping taps (including mixers) to wash hand basin, bath and sinks
- ✓ repair or replace sealant around bath, shower unit and wash basin
- ✓ repairing or replacing the bath panel, including side and end framing

- ✓ replacing light bulbs in sealed bathroom and toilet light fittings.

Heating and Water

You are responsible for:

- ✓ reporting a gas leak call the Gas Emergency Service on 0800 111 999. If you're a British Sign Language (BSL) user, you can use SignLive <https://signlive.co.uk/login/> to contact the National Gas Emergency Service free of charge
- ✓ contacting Anglian Water if you have problems with your water supply
- ✓ clearing drain and waste pipe blockages
- ✓ reporting problems with lateral drains and private and shared sewers to your water or sewage company.

We will:

- ✓ repair your heating system if it breaks down
- ✓ repair or replace radiators and storage heaters
- ✓ fix water leaks from your heating system and tanks
- ✓ fix leaking pipework
- ✓ repair or replace storage tanks and water cylinders
- ✓ clear soil and vent pipes in flats if needed
- ✓ repair or replace cracked or collapsed drains that are not the water or sewage company's responsibility.

Electrics

You are responsible for:

- ✓ replacing light bulbs and tubes in your own home
- ✓ resetting the electric fuse box (consumer unit) if tripped
- ✓ replacing TV aerials and satellite dish (unless you live in a flat and have a communal TV aerial)
- ✓ changing batteries in smoke alarms and carbon monoxide detectors where units are not sealed
- ✓ testing smoke and carbon monoxide alarms regularly
- ✓ your own appliances and testing that they're not causing other electrical problems
- ✓ reporting faults with utility meters to utility suppliers
- ✓ arranging for a qualified person to connect and repair your appliances.

We will:

- ✓ repair or replace mains, fuses and power plug sockets in your home
- ✓ repair or replace faulty light fittings and switches
- ✓ repair or replace extractor fans and pull cords
- ✓ repair or replace hard-wired door bells
- ✓ repair or replace hard-wired and battery smoke and carbon monoxide detectors
- ✓ repair electrical hazards such as exposed or sparking wires and system shortages
- ✓ repair communal TV aerials.

Doors and Windows

You are responsible for:

- ✓ keeping the doors and windows in good condition, and wiping away moisture
- ✓ heating and ventilating your home to prevent condensation

- ✓ arranging access to your home, if you are locked out or have lost your keys
- ✓ repairing or replacing door chains, door numbers and secondary locks
- ✓ keeping internal doors, handles and latches in good condition
- ✓ oiling catches and hinges
- ✓ replacing broken glass, where you caused the damage
- ✓ window cleaning
- ✓ weather strips to external doors and draught excluders
- ✓ maintaining doors, e.g., not installing spy holes, cat flaps or letter boxes without prior written consent.

We will:

- ✓ repair or replace unsecure external doors, frames and panels
- ✓ repair or replace fire doors due to wear and tear
- ✓ repair or replace windows.

Fabric of the building (including internal)

We will:

- ✓ repair large cracks and severely crumbling surfaces
- ✓ repair penetrative and rising damp
- ✓ Identify causes of mould and remedial actions
- ✓ complete major structural repairs
- ✓ repair or replace internal doors (where these are not damaged by you/a member of your household or visitor)
- ✓ repair handrails and banisters for stairs.
- ✓ repair or replace roofs, chimneys, guttering and downpipes
- ✓ Decorate external parts of your home, such as the soffits and fascias on a regular basis.

Gardens

You are responsible for:

- ✓ keeping your garden tidy and carrying out any tree works in your garden
- ✓ weeding paths, paving and driveways
- ✓ maintaining, repairing and replacing garden fences you have erected wherever they are on the boundary between your home and neighbouring properties/roads or footpaths etc
- ✓ repairing any defective ironmongery, catches and bolts on gates which you have installed.

We will:

- ✓ repair any boundary fence that marks the boundary between properties or a road/path etc (please note the Council does not provide six foot fences to all boundaries)
- ✓ repair trip hazards in paths, paving and driveways
- ✓ repair or replace unsafe garden walls and brick sheds
- ✓ remove Japanese knotweed
- ✓ carry out work to trees where they are dead, diseased or dangerous – please note there may be a charge for trees in gardens.

Pests

You are responsible for:

- ✓ keeping the inside of your home clean and disposing of rubbish appropriately to avoid attracting pests

- ✓ treating mice and other pests within your home (e.g., rats, ants, cockroaches and silverfish)
- ✓ reporting any bees or wasps' nests.

We will:

- ✓ treat pests that are a communal problem and carry out pest proofing.

Building Safety

If you have any concerns about resident, or building safety, however great or small, please contact us on 0808 264 444, or e-mail gynrepairs@ncsgrp.co.uk for advice and support, including to arrange a repairs inspection where our surveyor can assess the problem further and take action if necessary.

Appendix B

Repair Category Definitions and Timescales

Emergency Repairs completed within timescale – **Attend in 4 hours, complete in 24 Hours**

Definition

Any defect that puts the health, safety or security of the tenant, or a third party, at immediate risk; or that affects the structure of the building adversely, including:

- Total loss of water
- Burst water main
- Flooding
- Severe storm damage
- Total loss of electricity supply
- Major fault with electricity supply
- Unsafe electricity fittings
- Breaches of security to outside doors and windows
- Total loss of gas supply
- Gas leak (please also report to Gas Emergency Service on 0800 111 999)
- Blocked flue to boiler
- Blocked main drains, soil pipe or sole toilet
- Heating loss during period 31 October – 1 April
- Hot water loss
- Failure of lift
- Failure of warden alarm or call system
- Fire damage
- Offensive or racist graffiti
- Roof leaks - Major

Routine Repairs completed within timescale – **28 Days**

Definition

A defect that can be deferred without serious discomfort, inconvenience or nuisance to the tenant or a third party, or cause long term deterioration of the building, and can await the next convenient maintenance visit, including;

- Breaches of security to internal doors and windows
- Graffiti
- Repairs to doors, windows and floors
- Repairs to external walls, fences and paths
- Repairs to walls, brickwork and slates or tiles
- Repairs or clearing of gutters and downpipes
- Repairs to kitchen fittings

- Repairs to plaster work
- Dripping or leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor day-to-day repairs or replacements
- Faulty extractor fan
- Faulty communal TV aerial
- Entry phone failure
- Defective flooring
- Damage to stair treads, handrails or banisters
- Kitchen/Bathroom - Blocked drains, sinks, basins, baths, toilets (that are not the main drain soil pipe or sole toilet)
- Minor electrical faults – Key Lights
- Minor plumbing leaks or defects
- Defective cistern or overflow – Running or overflow
- Blocked gutters
- Severe dampness (Inspection only)
- Kitchen/Bathroom - Blocked drains, second sinks, basins, baths, toilets caused by a plumbing failure the Council is responsible for (that are not the main drain soil pipe or sole toilet)
- Roof leaks - Minor
- Minor electrical faults – Sockets

Planned Non-Urgent Repairs completed within timescale – 3 Months

Definition

Planned Non Urgent Repairs are landlord responsible repairs which require a replacement rather than a repair of a component; these can be internal or external.

These can include:

- Replacement doors
- Replacement kitchen units
- Replacement baths & basins
- Renewal of fencing & gates
- Major plastering

Appendix C

Secure Tenant Right-to-Repair

THE RIGHT TO REPAIR

In accordance with the 'Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994', if a qualifying repair set out below cannot be completed within an agreed timescale, the tenant has the right to request Great Yarmouth Borough Council (GYBC) to instruct a second contractor to complete the work. Where the second attempt, or second contractor also fails to complete the work within the agreed time GYBC will pay compensation to the tenant in accordance with the legislation.

The Right to Repair does not apply in the following circumstances:

- the tenant has told GYBC that they no longer want the qualifying repair carried out
- where the tenant fails to provide details for the contractor to gain access to their home
- access for an inspection or for the repair to be carried out has not been provided by the tenant
- where the contractor needs to order special parts to complete the repair
- where severe weather conditions prevent the contractor from completing the repair
- In leaseholder properties

Qualifying Repairs

Qualifying repairs are those to a tenant's home which do not cost more than £250 and are set out below:

Defect	prescribed period (in working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 October and 1 May	1
Total or partial loss of space or water heating between 30 April and 1 November	3
Blocked or leaking foul drain, soil stack or toilet pan (where only one in dwelling)	1
Toilet not flushing (where there is no other working toilet in the dwelling house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or hand rail	3
Rotten timber flooring or stair treads	3
Door entry-phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

What happens when a qualifying repair is reported?

When a qualifying repair is reported, GYBC must issue a repair notice to a contractor and send the tenant a copy with information on how the Right to Repair Scheme works. There will be a time limit for the contractor to do the work by, which will depend on the repair needed as set out in the table above.

What happens if the work isn't done in time?

If the repair work isn't done within the specified time limit, the tenant will need to tell us and ask for another contractor to do the work. If another contractor is available, we will issue a repair notice to them and send the tenant a copy.

What happens if the tenant is not in when the contractor calls?

If the tenant is not at home to let the contractor in as arranged, the scheme no longer applies.

Claiming compensation

If the second contractor doesn't do the repair work within the time limit, the tenant is entitled to £10 in compensation. For every extra day the tenant waits, they will receive another £2. The most compensation for any one job is £50.

If the tenant has any rent arrears, GYBC can use the compensation to reduce the arrears rather than paying the tenant.

Appendix D

APPLICATION TO UNDERTAKE AN ALTERATION OR IMPROVEMENT TO YOUR HOME

Name

..... Tel.....

Address

.....

Description of proposed work (Including working drawings/specification/area plan/sizes):

.....

.....

.....

.....

.....

.....

ADDITIONAL REQUIREMENTS FOR APPLICATION

Citizens Band Radio Aerial

- Details of the type, size and location of the aerial must be submitted to GYBC Housing Assets, Property Services and Asset Management (hereon referred to as GYBC Housing Assets) before approval can be given to applications for the erection of antennae.

Conservatories/Porch

- A detailed sketch showing: relative position, 3 dimensional size, any services including drainage within a minimum of 1m of any part of the structure. Materials and methods of construction shall be submitted and approved prior to the commencement of any work.

Internal fittings

- Details of bathroom and kitchen fittings manufacturer, type, size and location to be submitted

Satellite Dishes

- Details of type, size and location are to be submitted to GYBC Housing Assets before approval can be granted.

- Planning consent must be applied for and granted where the dish exceeds 90cms in any direction, projects above the roofline, or if there is to be more than one aerial on a building.

- If communal aerial facility exists permission will not be granted.

- **No work to be commenced until written approval has been received from GYBC Housing Assets.**

- Permission will be valid for 12 months from the approval date.

- **All improvements are to be undertaken in accordance to GYBC Housing Assets conditions schedule – Failure to comply with these conditions may put your tenancy at risk.**

Tenants(s) Signature:

.....Date:.....

Please return this form to: Great Yarmouth Borough Council, Property & Asset Management Town Hall, Hall Plain, Great Yarmouth, NR30 2QF

Privacy Notice - We will use your personal information for the provision and management of Social Housing. To find more details on how the Council uses your information please visit our website: <https://www.great-yarmouth.gov.uk/privacy/tenancy-services>

Appendix E

Compensation for Improvements

The right to compensation for improvements is subject to certain qualifying criteria and regulations contained in The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 No. 613. For full details of the Regulations see:

<https://www.legislation.gov.uk/ukSI/1994/613/made>

Entitlement

Entitlement to compensation for a qualifying improvement will depend on whether the following eligibility criteria is satisfied:

- The tenancy must be secure
- Sole tenants or one of both joint tenants are eligible
- Written consent for the alteration must have been given by the Council before the improvement work was carried out
- The alteration must qualify in accordance with the regulations (see qualifying alteration set out below)

Compensation will not be paid in the following circumstances:

- The compensation payable is less than £50
- The tenancy has ended as the result of an eviction
- The tenancy has ended due to the occupant(s) exercising the Right to Buy
- The dwelling house has been disposed of to the tenant or one of the joint tenants under section 32(4) or 43(5); or
- A new tenancy of the same or substantially the same dwelling house has been granted to the qualifying person (or, in the case of a joint tenancy to all joint tenants) whether or not with anyone else
- The notional life of the improvement has expired

Qualifying Improvements

A 'qualifying improvement' means an improvement consisting of the installation, or replacement of an item detailed in table 1 below, together with the notional life of the improvement, which is the life expectancy of the repair in years.

Table 1

Qualifying Improvement	Notional Life
Bath or shower	12
Wash-hand basin	12
Toilet	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10

Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Loft insulation	20
Cavity wall insulation	20
Draught proofing of external doors or windows	8
Double glazing or other external window replacement of secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwellinghouse, but excluding burglar alarms	10

Calculating Compensation

In accordance with the Regulations the amount of compensation payable is calculated according to the following formula, which takes into account wear and tear and depreciation.

$$C \times [1 - Y/N]$$

C = original cost of the improvement. (Any financial assistance (such as a grant) that was paid towards the cost of the improvement may be deducted from the cost)

Y = the number of complete years the improvement has been in place (with part of a year being rounded up to a complete year) starting on the date the improvement was completed and ending on the date the compensation is claimed

N = the notional life of the improvement

Deductions or additions to the compensation payable will be made if:

- The cost of the improvement was excessive
- The improvement is of a higher quality than it would have been if the Council had done the work
- The improvement has deteriorated at a greater rate than is specified as the notional life in the Table 1 above
- Any money is owed to the Council by the tenant (e.g. rent arrears, service charge arrears, rechargeable repairs or court costs).

An increase to the compensation payable may be made if the improvement has deteriorated at a lesser rate than is specified as the notional life in Table 1 above.

Compensation can be claimed for the cost of materials (but not appliances such as cookers and fridges) and labour costs, but not the tenants own labour. No compensation can be claimed for professional fees (such as architects), or the costs of any relevant planning permission or consent under Building Regulations.

Compensation will be payable to a maximum of £3000 for any one improvement. No payment will be made if the level of compensation is less than £50.

Making Claims

Claims must be made in writing not more than 28 days before, or 14 days after the date on which a tenancy ends and must contain sufficient information for the claim to be determined, including;

- Name and the address of the Council property where the improvement was made
- The new address
- Daytime telephone number
- What improvement has been made, including any relevant breakdown of specification required to evaluate whether it qualifies and how much of the cost claimed is attributable to the improvement
- How much the improvement cost
- The date the improvement began and finished
- A copy of the invoice to show how much the improvement cost
- A copy of the letter from the Council giving consent to the improvement