

# RESPONSIVE REPAIRS POLICY

Approved September 2024

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# 1 Introduction

- 1.1 This policy covers Haringey Council Housing Repairs and Maintenance service. It applies to people living in our council homes who rent on a secure or introductory tenancy, occupy as leaseholders from the Council or in council managed sheltered housing for over 50-year-olds who are provided with support to remain independent. This is our overall guide to what we will deliver on repairs and maintenance, what tenants can expect from our service and how we will deliver it.
- 1.2 This policy does not include tenants in temporary accommodation. The services the Council provides to these residents are addressed within specific policies and procedures.
- 1.3 When we use the terms 'we', 'our', and 'us' we mean Haringey Council in this policy.

## 2 Aim of the Policy

- 2.1 We aim to deliver an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which we are responsible in line with our service standards.
- 2.2 This policy sets out how we will:
  - Ensure that tenants can easily and quickly report repairs and maintenance issues.
  - Ensure that leaseholders can easily and quickly report communal repairs.
  - Clearly communicate timescales to tenants for the completion of repairs, maintenance and planned improvements to their homes and take appropriate steps to deliver them.
  - Ensure that the delivery of our repairs, maintenance and planned improvements to homes and communal areas is informed by the needs of tenants, carried out to a good standard and provides value for money.
  - Use data from our records on stock condition to inform the provision of good quality, well maintained and safe homes for tenants.

## 3 Our Service Standards

### 3.1 Our repairs and maintenance service will aim to:

- Arrange an appointment to assess or carry out the repair on the day the issue is reported.
- Complete repairs within our repairs timescales outlined in section 4.
- Give tenants and leaseholders the opportunity to feedback their views on any completed repair on their property via a satisfaction survey and use the findings to help improve our service.
- Carry out 5% of post inspections on works to ensure the quality of work and service provided.
- Ensure that responsive repairs to alleviate damp and mould are carried out as quickly and efficiently as possible in line with our damp, mould and condensation policy.
- The person inspecting or carrying out repairs will:
  - treat our tenants and their home with respect,
  - be polite and courteous to our tenants and leaseholders,
  - wear corporate Haringey branded clothing and or carry their corporate identity card for added tenant security,
  - be considerate of the needs of any tenant's vulnerabilities where we have a record of any vulnerabilities.

### 3.2 Repairs timescales

We will respond based on the urgency of the repair and our response times are categorised as follows:

#### **Emergency Repairs**

These are repairs that puts a person or property at risk. We will deliver an emergency repairs service including out of hours 24 hours a day, 365 days a year. We will attend within 2 - 24 hours of the tenant or leaseholder reporting it and will attempt to complete the repair on our first visit.

#### **Urgent Repairs**

These are repairs which are not classed as an emergency, but which could result in the loss of a basic facility, or where further damage will be caused if the problem is not dealt with urgently. We will attend urgent repairs within 7 calendar days (effective from March 2025).

#### **Routine Repairs**

This includes nearly everything else which can be completed in a single visit, and we will book an appointment to meet your needs. We will attend routine repairs within 28 calendar days.

#### **Planned Repairs**

Planned repairs are those where we know that the job will need to be pre-inspected, so that we can place orders for larger components that will need to be manufactured. The job may also take several days to complete, and it might be more economical and efficient for the work to be part of a bigger project. We will attend planned repairs within 80 calendar days.

Some repairs of a specialist nature and those requiring a complete replacement may require longer timescales due to the need for measuring, sourcing, obtaining and/or manufacturing of specialist components, parts and/or equipment/replacement units.

There may also be times when due to changes in regulations, additional building work or other provisions are required to facilitate the replacement or upgrading. In all such circumstances, tenants and leaseholders will be informed of the anticipated timescales and where applicable any interim arrangements that will be made.

## 4 The council's repair responsibilities for tenants

- 4.1 We are responsible for repairing and maintaining the structure and any shared parts of the building which dwellings are part of.
- 4.2 We are generally responsible for repairing and maintaining the interior of tenanted dwellings. Where defects are identified as being wilful damage or neglect then tenants may be charged full or partial cost of the repair(s).
- 4.3 We will:
  - Ensure electrical installations are safe and in good working order including Solar PV panels.
  - Maintain and service all council owned gas appliances.
  - Ensure a council owned home is structurally sound and weatherproof.
  - Maintain windows, drains, guttering, roof, and external pipes.
  - Maintain the plumbing of hot and cold water.
  - Maintain adequate heating and ventilation within a dwelling.
  - Maintain external walls, outside doors, windowsills, soffits, fascia's, window catches and window frames (not including internal painting and decoration)
  - Maintain garages.
  - Maintain installations for heating water including individual heating / hot water systems in homes and Communal heating systems for flats.
  - Maintain kitchen fixtures and fittings.
  - Plasterwork.
  - Maintain levels, and where appropriate improve levels of energy efficiency.
  - Maintain pathways and steps.
  - Maintain basins, sinks, baths, electric showers, toilets, flushing systems and waste pipes.

## 5 Tenant's repair responsibilities

- 5.1 Our Tenancy Agreement sets out the specific repair responsibilities for tenants, we expect tenants to:
  - Keep the inside of the home clean and in good condition.
  - Gardens should be maintained and clear of debris.
  - Communal areas should be clean and tidy and free from all personal items.
  - Complete minor repairs and all internal decorations.
  - Report repairs quickly to prevent on-going damage.
  - Meet the cost of repairs that are listed as being a tenant's responsibility.

- Provide access for statutory health & safety inspections, including gas and electrical (EICRs) in line with our access procedure.
- Provide access, in accordance with the Tenancy Agreement so that repairs can be undertaken in accordance with priority timescales.
- Treat the council's property with respect and care, avoiding wilful damage and neglect.
- Seek permission to make improvements and maintain those improvements.
- Replace lost keys and/or gain entry if accidentally locked out.
- Replace light bulbs/lamps in your own home.
- Repair broken glass to windows and doors if damaged by resident behaviour. Tenants will need to provide a crime reference number where glass has been broken through criminal activity.
- Clean shower heads and shower curtains.
- Installation and maintenance of own appliances. This includes connection of gas and electric cookers, which must be fitted by an appropriately registered installer.

## 6 The council's repair responsibilities for leaseholders

6.1 Our repair responsibilities to leaseholders are as follows:

- Maintaining the outside of the building, the structure and all communal areas.
- Maintaining the front and rear entrance doors of each flat, and the windows of each flat.
- If the outside condition of the property is faulty (such as a leaking roof) and this then affects the inside, the interior work is likely to be landlord's responsibility in this instance.
- Day-to-day repairs which include general repairs and maintenance to the structure, the outside and the communal areas of the building and your estate.

## 7 Leaseholders repair responsibilities

7.1 Leaseholders are responsible for the following:

- Maintaining the inside of their home. This means redecorating where necessary and carrying out any repairs to fixtures and fittings.
- Replacing anything such as kitchen units, boilers, bathroom fittings, plumbing and electrical wiring.
- Ensuring the gas safety of their home including an annual gas safety inspection.
- Keeping gardens and outside space in good order and condition.

## 8 Reporting Repairs

8.1 If any faults or damage that the Council is responsible for repairing occur to the property, tenants must report it to us as soon as reasonably possible.

8.2 Tenants can report repairs to us online by using 'My account' on our website and by phone.

8.3 All requests for repairs reported by tenants and leaseholders will be assessed against the council's repairing obligations, as outlined in section 4 of this policy.

## 9 Rechargeable repairs

- 9.1 We may charge the tenant for damage to our properties they have caused or by members of their household, their pets or visitors to their property that is not the result of normal wear and tear.
- 9.2 If we find that the tenant, a member of their household or visitors have caused any damage, we will explain that the tenant will be recharged for the work and tell the tenant how much the repair will cost. The tenant can decide whether to accept the charge payable before works begin or seek assistance from another repairs service.
- 9.3 In all cases, a relevant, qualified and competent person must carry out the works to an acceptable standard – this can either be another repairs service, the Council or the tenant themselves.
- 9.4 Where damage is caused by domestic abuse, hate crime or burglary – or an attempt by any of these – and the incident is reported to the police and a crime reference number is obtained, then damage to the property will usually be repaired by us.
- 9.5 Tenants must replace locks or lost keys if they lose their keys or reimburse us for such costs if they ask us to do this for them.

## 10 Alterations and improvements

### Tenants

- 10.1 Secure tenants have rights to make certain home alterations or improvements to their property, with written consent from the Council. These rights do not apply to introductory tenancies.
- 10.2 Examples of the types of improvements that require permission are listed in Appendix A.
- 10.3 Permission will be refused if the tenant is in arrears to the Council or we are about to or have begun taking action against the tenant for breach of agreement.
- 10.4 In deciding whether to give consent for alterations and improvements, matters including the safety of the property for occupiers will form part of our considerations, along with any expenditure the Council may have to incur and the impact on the value of the property.
- 10.5 We will not unreasonably withhold consent but will make it conditional upon the work being carried out to an appropriate standard. Tenants will be responsible for any alterations or improvements they make. This means accepting complete responsibility for any work required including the future maintenance, replacement, cost of repairing any damage to the rest of the building or any insurance requirements.

## Compensation for eligible improvements

- 10.6 At the end of a tenancy, secure tenants may be eligible to claim compensation (reimbursement) for certain tenant financed improvements to their property that have had the written permission of the Council as outlined in legislation.
- 10.7 No compensation will be payable where the compensation payable is less than £50 and the maximum compensation that may be paid is £3,000. Where the tenant's account is in arrears (rent, non-rent, current tenancy and/or former tenancy) any compensation granted will be offset against those arrears.

## Leaseholders

- 10.8 All leaseholders of Council owned properties are required to obtain permission from Haringey Council as their landlord, before carrying out any alteration or improvement that will affect the internal or external structure of their properties at their own expense.
- 10.9 This is in accordance with the terms of their lease agreement and in line with our alterations policy for leaseholders.

## 11 Repairs for vulnerable tenants

- 11.1 We know that some of our tenants are vulnerable and at greater risk of harm because of their vulnerability in relation to disrepair or damage to their home and we prioritise these repair cases in line with our vulnerable tenants and leaseholders' policy and our vulnerable residents' repairs policy.
- 11.2 We have a record of the vulnerability for some of our tenants. However, we understand that tenants' need's change over time, therefore we encourage tenants to tell us about any circumstances such as a hearing impairment or mobility restriction when reporting a fault so that we can prioritise it appropriately. We can record this information for any future repairs only if we are specifically asked to, by the tenant in line with our data protection policy.
- 11.3 We recognise that vulnerable tenants and leaseholders may face unique challenges with fuel poverty. As part of our Affordable Energy Strategy, Haringey has collaborated with various organizations such as SHINE London to offer tailored support and advice, helping these tenants and leaseholders manage energy bills and reduce utility debt.

## 12 Personal safety of our team and staff

- 12.1 Where tenants have a proven history of unacceptable behaviour (including violent or abusive behaviour) towards our staff or contractors, we will require the tenant not to be present at the property and ensure that a responsible person is present while we carry out the repairs.



## 13 Adaptations

- 13.1 We want our tenants to be able to live safely and independently for as long as possible in their own homes.
- 13.2 If a tenant has a disability, or difficulties coping with everyday tasks within their council home, they can raise this with us by contacting either their housing manager or contacting the Council's First Response Team.
- 13.3 If tenants live in our sheltered housing, they can contact the scheme staff who can make a referral on their behalf.
- 13.4 Our Financial Assessment Officers can arrange for grant assistance, when relevant, and provide help to complete the necessary forms.

## 14 Tenants Right to Repair

- 14.1 We adhere to the 'right to repair' legislation which ensures that emergency or urgent repairs that may affect the tenant's health, safety or security and cost less than £250 are carried out within a set time frame.
- 14.2 A list of the "qualifying repairs" and timescales we must complete repairs by can be found in Appendix B. Where we don't complete the repair within the specified time and there is no good reason for the delay the tenant can ask for a second contractor to complete the work.
- 14.3 If the second contractor does not finish the works within the new time limit the tenant may be entitled to compensation of £10 immediately with a further £2 per day for every working day the repair remains outstanding, up to a maximum of £50. This is in accordance with the Right to Repair Regulations 1994. Where the tenant has rent arrears, compensation would be deducted from their arrears.

## 15 Leaks

- 15.1 We will treat leaks as an emergency repair; this means we will aim to visit the property, inspect the damage and repair affected areas if needed within 24 hours if the leak is discovered in the property that reported the leak.
- 15.2 If there is damage to tenant's or leaseholders' belongings from a leak, they will need to claim this from their content's insurance. If there is damage to a leaseholder's home, they can make a claim on our building's insurance.
- 15.3 Where the leak is from a neighbouring flat, we will establish if the property belongs to us or not. If the property is owned by us, our Tenancy Management team will contact the tenant to inform them that they need to provide access within 72 hours and give a specific time for a repair appointment. We will also inform the tenant that if access is not provided, we will book an appointment to force entry into the property to carry out the repair.
- 15.4 Where we do not own the property including leaseholders, we will inform the property owner/leaseholder of the leak from their property and that access within 72 hours will be required. We will require the property owner/leaseholder to carry out the necessary work to fix the leak within 72 hours of being informed.

- 15.5 We will also inform the property owner/leaseholder that:
- (a) if the leak is not fixed within 72 hours, we will isolate the water supply and
  - (b) if access is not provided within 72 hours, we will reserve the right to seek a Court Order to force entry to the property to isolate the water supply.
- 15.6 Where the leak is from a leaseholder flat, it is the leaseholder's responsibility to ensure the necessary work to fix the leak is carried out quickly.
- 15.7 When a neighbour has a leak from a tenant's home, the tenant must promptly report the leak and allow us to carry out the necessary repair works.

## 16 Communication

- 16.1 It is our responsibility as the landlord to communicate with all affected properties at the point of notification when any repairs work affecting our Council homes will be taking place.
- 16.2 We will confirm to the affected parties our anticipated timescales for remediation and advise of any delays or unforeseen circumstances which may impact on our timescales.
- 16.3 We will maintain communication and provide any other updates during the works as necessary.

## 17 Compensation

- 17.1 Where we need to carry out works within or near to a tenant's home, we will take all reasonable precautions to complete them without causing damage to tenants belongings or fittings.
- 17.2 If damage is proven to be caused by a Council employee or someone acting on our behalf and the cause of the damage can be attributed to accidental damage or poor working practices, compensation may be paid.
- 17.3 Compensation will be assessed in line with the council's housing compensation policy with any money owed to the Council's Housing Revenue Account being deducted from the compensation before payment is issued.

## 18 Complaints

- 18.1 Tenants can make complaints about our repairs service or contractors through a range of channels including online, email, phone and in person in line with our Council Feedback policy.

## 19 Resident co-production and engagement

- 19.1 When developing this policy, we engaged with our Resident Repairs and Maintenance Continuous Improvement Group (CIG). They told us that the policy needed to emphasise the importance of clear communication transparency and accountability from our repairs and maintenance service when carrying out repairs. The feedback also asked that the policy clarify the service's policy approach to supporting vulnerable tenants.
- 19.2 Our Resident CIG provided feedback at two stages of the policy development process in February and April 2024, near the start and towards the end of the process.
- 19.3 Further details on the engagement can be found in Appendix C.

## 20 Equality Impact Assessment

- 20.1 An Equality Impact Assessment (EQIA) has been prepared as part of the development of this policy.

## 21 Performance monitoring

- 21.1 The performance of Haringey Council Housing Repairs and Maintenance Service will be reported and monitored monthly. The measure of performance will be reflected within the Key Performance Indicators (KPI's) and Management Performance Indicators (MPI's) and used to benchmark our repairs service in accordance with best practice.
- 21.2 These will be reported regularly to our Corporate Leadership Team, Repairs Board and Placemaking & Housing Board, Resident Voice Board and Repairs Continuous Improvement Group. We will adopt best practise and benchmark our service with similar peer organisations across the sector to enhance cost and performance metrics.

## 22 Reviewing the policy

- 22.1 We will review this policy every three years with the next review due in September 2027 unless earlier events or legislation require an earlier update to this policy.

## 23 Legislation

23.1 As the landlord, we will ensure that our repairs and maintenance service acts in accordance with best practice and statutory requirements as follows:

Landlord and Tenant Act 1985	Health and Safety at Work etc. Act 1974
Environmental Protection Act 1990	Homes (Fitness for Habitation) Act 2018
The Secure Residents of Local Housing Authorities (Right to Repair) Regulations 1994	Party Wall Act 1996
Equalities Act 2010	Part 1 of the Housing Act 2004
Building Safety Act 2022	Decent Homes Standard (DHS)
Fire Safety Act 2021	Section 4 of the Defective Premises Act 1972
CDM regulations	Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994)
Commonhold and Leasehold Reform Act 2002	Social Housing Regulation Act 2023

## 24 Links to other policies and documents

24.1 This policy links to and should be read together with the following Haringey Council policies, strategies and documents:

Access procedure	<a href="#">Haringey Housing Energy Action Plan</a>
<a href="#">Affordable Energy Strategy</a>	<a href="#">Feedback policy</a>
<a href="#">Alterations policy for leaseholders</a>	Lift inspection and maintenance policy
Asbestos Safety policy	Managing unreasonable behaviour or unacceptable customer behaviour policy
<a href="#">Data protection policy</a>	Repairs handbook: Managing and delivery of repairs in your home
<a href="#">Damp, mould and condensation policy</a>	<a href="#">Safeguarding Council tenants and leaseholders policy</a>
Domestic Abuse and Violence Against Women and Girls policy	<a href="#">Translation and Interpretation policy</a>
Electrical Safety policy	Travellers site charter
Fire Safety policy	Vulnerable Residents Repairs policy
Gas & Heating Safety policy	<a href="#">Vulnerable Tenants and Leaseholders policy</a>
<a href="#">Haringey Climate Change Action Plan</a>	Water hygiene policy

## Appendix A – The types of improvements that tenants require permission for

This is not an exhaustive list:

### Inside the home

- Changing fixtures and fittings belonging to Housing Services (including kitchen and bathroom fittings)
- Changing external doors
- Changing or removing internal doors
- Installing permanent wall finishings that are glued or nailed to the walls including ceramic tiles.
- Installing any permanent floor furnishings that are glued or nailed to the floor including laminate flooring, wood flooring and ceramic floor tiles.
- Installing insulation.

### Structural alterations

- Removing walls or partitioning rooms.
- Loft/cellar conversions.
- Removing or adding windows or skylights.
- Changes or additions to the roof structure (such as solar panels).

### Outside the home

- Putting up any structure outside the property such as sheds, greenhouses or conservatories.
- Installing awnings or lean-to's in sole use gardens.
- Putting up or replacing fences.
- Building walls, concrete paths, paving, patios or terraces.
- Putting up satellite dishes.
- Installing an intruder alarm.

## Appendix B – Qualifying repairs: Right to Repair scheme for local authority tenants

The Right to Repair scheme is for council tenants. It makes sure repairs that might affect your health, safety or security are completed quickly and easily. By law, we must complete these within a certain time.

Repair type	How long will it take (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 30 April and 1 November	3
Total or partial loss of space or water heating between 31 October and 1 May	1
Blocked or leaking foul drain, soil stack or – where there is no other working toilet in the property – toilet pan	1
Toilet not flushing, where there is no other working toilet in the property	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 tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

For repairs listed in the table above, if we don't complete the repair within the specified time and there is no good reason for the delay the tenant can ask for a second contractor to complete the work. If the second contractor doesn't finish the works in time the tenant may be entitled to compensation.

## Appendix C – Resident co-production and engagement

### **When did you discuss development of this policy with residents?**

At meetings of our Resident Repairs and Maintenance Continuous Improvement Group in February and April 2024.

### **What did they tell you?**

The importance of clear communication and being transparent and accountable to tenants about any repairs and timescales that will impact on their council home. Clarity on the support provided by the repairs service to vulnerable residents.

### **How has what residents told us informed development of this policy?**

**The importance of clear communication and being transparent and accountable to tenants about any repairs and timescales that will impact on their council home.**

We outline at the start of this policy, the service standards for the repairs and maintenance service. These have a core focus on delivering clear communication and being transparent and accountable to our tenants.

### **Clarity on the support provided by the repairs service to vulnerable tenants**

Our policy approach to supporting vulnerable tenants through our repairs and maintenance service is outlined at section 11 of this policy. We outline here that we know some of our tenants are vulnerable and at greater risk of harm because of their vulnerability in relation to disrepair or damage to their home. The policy confirms that where we have a record of vulnerabilities, we will prioritise repairs for these tenants or leaseholders in line with our vulnerable tenants and leaseholders' policy and our vulnerable residents' repairs policy.

We detail our approach at section 13 of this policy to supporting our tenants and leaseholders being able to live safely and independently for as long as possible in their own homes through adaptations to their homes.