

Responsive Repairs & Maintenance Policy

Stevenage Borough Council

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1. Purpose

1.1 What is the policy position?

The aim of this policy is to outline the framework within which the Repairs service operates, and through this:

- to demonstrate how decisions regarding responsive repairs are made for both tenants' homes and communal areas;
- to document the principles on which future service developments and improvements can be designed and implemented.

For Leaseholders, it aims to provide a clear framework within which the Responsive Repairs policy will operate regarding communal repairs and leaseholder issues and alongside other Council services where relevant. It also explains where responsibility for an issue may rest with the leaseholder, not the Council. In all cases leaseholders are advised to check their individual lease for specific information about their individual liabilities for repairs. Through the policy leaseholders will be able to see how decisions regarding responsive repairs to communal areas, or where a leaseholder's home is involved, are made and where responsibility lies.

1.2 What does it aim to achieve?

The policy will assist the Responsive Repairs team to deliver a service that:

- meets the routine, urgent and emergency repair needs of Stevenage Borough Council's (the Council) tenants either at their request, or at the request of a legitimate third party; in relation to the Landlords repairing obligations under the relevant legislation.
- meets customer expectations in line with published service standards and timeframes and achieves an agreed level of customer satisfaction;
- addresses customer-related damage and misuse of the Council's housing stock and Repairs services to safeguard council properties and minimise unnecessary spending on repairs;
- uses available budgets effectively and efficiently in the delivery the service;
- complies with legal and statutory requirements.

1.3 Does it replace an existing Policy?

This policy replaces a previous draft Responsive Repairs and Maintenance Policy.

2. Scope

2.1 Who does this policy apply to?

By definition, a responsive repair is an item of routine, urgent or emergency maintenance within a council-owned home or communal area, undertaken in response to a request from a tenant, leaseholder or a legitimate third party in line with the council's repairing obligations.

The Repairs service does not cover gas servicing, issues relating to fire safety, cyclical maintenance, void properties, initial damp and condensation investigations, mechanical and electrical issues, aids and adaptations, planned maintenance programmes and other types of work that may be perceived as repairs. These works are completed by other service areas and will have their own policies and/or guidance.

This policy scope covers how the Repairs service will meet its obligations as a landlord to council tenants and leaseholders, as set out by statute and/or under the terms of the lease.

Communal and structural repairs responsibilities will usually fall to the Council. Leaseholders should refer to their individual lease for further information. Repairs within the leaseholder's property are the responsibility of the leaseholder.

3. Legal Framework

3.1 What legislation is this policy associated with? What are the legislative requirements that the Council must fulfil?

Key legislation relating to this policy and statutory provisions of the relevant acts are as follows:

Tenants:

Landlord and Tenant Act 1985: This Act gives landlords an absolute obligation to carry out basic repairs, including to the structure and exterior of the property and installations for the supply of water, gas and electricity, and for sanitation, space heating and heating water.

Defective Premises Act 1972: Section 4 of this Act places a duty on the landlord to take reasonable care to ensure that anyone who might be expected to be affected by defects in the property is reasonably safe from injury or damage to their property.

Environmental Protection Act 1990: This Act makes provision for the control of premises whose conditions are considered to be prejudicial to health or a nuisance.

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994: The Right to Repair legislation gives the right to tenants to have small emergency or urgent repairs carried out quickly and to receive payment if the landlord fails to meet obligations.

Housing Act 2004: Replaced the existing housing fitness standard with the Housing Health and Safety Rating System. It introduced mandatory HMO licensing, additional & selective licensing and the tenancy deposit protection scheme.

Homes (Fitness for Human Habitation Act) 2018: This Act states that any property offered by the Council must be fit for human habitation at the time of the Tenancy commencing, and for the duration of that Tenancy.

Social Housing (Regulation) Act 2023: This Act sets out requirements for Social Housing landlords with regards to ensuring tenants and leaseholders are safe in their home and it meets the required quality standard (Decent Homes) communicating landlord performance and having complaints dealt with promptly and fairly. Subject to secondary legislation, will also introduce Awaab's Law.

Leaseholders:

The Landlord and Tenant Act 1985 (Reasonableness and the Tribunal) (as amended): states that a service charge is only recoverable by a landlord so far as the costs have been reasonably incurred. It further states that the service charge is only recoverable if the works have been carried out to a reasonable standard.

The Commonhold and Leasehold Reform Act 2002, section 151 (known as Section 20): explains the consultation process a landlord must follow by law with leaseholders before carrying out qualifying work or entering into a long-term agreement for providing services.

Section 20B of the Landlord and Tenant Act 1985 (Limitation Period on Recovery of Service Charge Costs): states that a landlord cannot recover service charge costs that were incurred more than 18 months before they formally demand them, unless they have written to the leaseholder within 18 months of incurring the costs and informing them that they incurred costs, the amount and that they will be demanded in due course.

Section 22 of the Landlord and Tenant Act 1985: explains the leaseholder’s right to inspect accounts, receipts and other documents supporting a summary of service charge expenditure and the period allowed for the leaseholder to request this.

Social Housing (Regulation) Act 2023: This Act sets out requirements for Social Housing landlords with regards to ensuring tenants and leaseholders are safe in their home, communicating landlord performance and having complaints dealt with promptly and fairly.

4. Equalities

Under the Equality Act (2010) the Council has a legal duty to fulfil the requirements of the Public Sector Equality Duty (PSED). Through this duty and in the application of this policy, the council will carry out its functions in a way that:

- a. Removes discrimination, harassment, victimisation and any other conduct that is unlawful under the Equality Act (2010).
- b. Promotes equal opportunities between people who have a protected characteristic(s) and those who don’t.
- c. Encourages good relations between people who have a protected characteristic(s) and those who don’t.

Further information on the Council’s fulfilment of the Equality Act (2010) is set out in the Equality, Diversity and Inclusion (EDI) Policy (2022) and Reasonable Adjustment Policy (2024).

5. Data Protection

The Council regards respect for the privacy of individuals and the lawful and careful treatment of personal information as very important to delivery of services.

The Council will ensure that it treats personal information lawfully and proportionately as set out in the General Data Protection Regulation (GDPR) and Data Protection Act (2018). For further information on the Councils approach to handling information please see [Data Protection Act \(stevenage.gov.uk\)](https://www.stevenage.gov.uk)

6. Policy

The Council values our tenants and leaseholders’ views and is keen to ensure they have a say in how the service is delivered. The main objective of this policy is to keep residents’ homes safe and in a good state of repair, and in so doing provide assurance that the Council is meeting legal and regulatory requirements. The feedback received during the consultation process has helped inform the development of this policy.

6.1 Responsive Repairs Responsibilities - Tenants

Responsive Repairs responsibilities are fulfilled by the Responsive Repairs service within the Council. Below is a list of repairs showing which are SBC responsibility and which are tenant’s responsibility. Please note this is not an exhaustive list:

Repair	Details	SBC	Tenant
Baths and basins	Sanitary ware, plumbing connections, bath seals, tiling around the bath	✓	

Bathroom fixtures and fittings	Toilet seats, bathroom cabinets, mirrors, shower curtains, unheated towel rails, toilet holders, plugs, chains		✓
Blockages	Bath, basins and toilets		✓
Boilers	Annual servicing and breakdown	✓	
Ceilings		✓	
Communal areas	Including lighting, doors, door locks, door entry phones, bin stores, recycling areas, cleaning, lifts, communal heating, and ground maintenance	✓	
Decoration	External	✓	
Decoration	Internal		✓
Entrance door (front and back)	Including frame and door and draught excluders	✓	
Entrance door locks	Including loss of keys and repairs to forced entry if you get locked out		✓
Internal doors	Repairing or replacing door and/or frames	✓	
Door furniture	Including handles, letterboxes and door bells		✓
Drains	Outside, blocked or damaged within the property boundary	✓	
Electric appliances	Such as cookers, fridges, washing machines and dishwashers		✓
Fences and gates	Where provided by SBC in line with the Fencing Policy.	✓	
Fixtures and fittings	Such as coat hooks, curtains, curtain rails		✓
Flat blocks main and rear entry door	Both manual and electronic	✓	
Floorboards and subfloors	Floorboards and latex levelling of hard floors	✓	
Floor coverings	Including adapting floors to accommodate carpets		✓
Garden to individual home	Including turf, repairs or replacement of dustbins/wheelie bins and recycling refuse areas, trees and shrubs		✓
Garages	Attached garages only (excluding garage blocks)	✓	
Glazing	Only if broken into, tenant must get a crime reference number, or accidentally caused by Council or contractors		✓
Gutters	Repairs with clearing and cleaning subject to the cyclical maintenance policy.	✓	
Heating	Including solar thermal or PV panels	✓	
Hot water heaters	Including immersion heaters	✓	
Infestations	Including ants, wasps, bees, cockroaches, mice, rats or bedbugs		✓
Kitchen units	Including worktops	✓	
Light fittings	Light bulbs, fuses, pull cords and fluorescent tubes (including bulbs in sealed units)		✓
Paths	Including steps, footpaths and ramps	✓	
Pilot lights	Including resetting any heating controls		✓
Plastering	Including path repairs and making good post repair works	✓	
Plumbing repairs and leaks	Including outside pipes	✓	
Porches		✓	

Roofing and outside walls	Ensuring the property is weatherproof and watertight	✓	
Showers	Where provided by SBC only.	✓	
Stairs	Including banister, handrail and staircases	✓	
Switches and sockets		✓	
Telephone points			✓
TV aerial points	In tenant owned properties only. SBC responsible for communal lounges		✓
Ventilation systems	Including heat recovery systems and mechanical extraction fans.	✓	
Wall tiling	Including patch repairs and making good post repairs works	✓	
Washing lines	Including rotary lines (unless in communal areas)		✓
Water leaks	Including sealant around sinks and bath	✓	
Windows	Including windowsills, sash cords, catch and frames	✓	

In line with the Tenancy Agreement and Conditions of Tenancy, the Repairs service does not accept requests where the responsibility for the repair rests with the tenant. Further clarification is available on the Council's website and in the Tenancy Agreement and Conditions of Tenancy.

The Repairs service will not accept responsive repairs requests in some situations if basic checks or preparation work have not yet been completed by the tenant to make sure the repair is required and/or prepare the work area. The following list of examples is not exhaustive, but includes:

- checking and resetting trip switches to help identify if the issue relates to an electrical item within the home or an electrical fault in the property;
- attempting to clear blockages in wastes, gullies and toilets;
- cleaning out shower heads;
- removing areas of boxing and other items such as furniture that would otherwise prevent an operative from accessing the repair area;
- lifting any fitted carpets, laminate flooring and similar that may be required to access and complete the repair;
- maintaining the property to a standard of cleanliness and without a build-up of clutter or rubbish that will allow an operative to carry out repairs safely;
- moving white goods and/or furniture out of the area to be worked on.

Furthermore, the Repairs service:

- requires a suitable and sufficient accessible route to and from the area to be worked on to complete repairs.
- may not accept repairs requests from tenants with regards to fixtures and fittings added to the property by the current or previous tenants.
- does not offer lock changes, fit additional locks, fixtures and fittings, or install tenants own purchased goods, fixtures and fittings.
- will not decorate any areas affected by the works following completion of the repair.
- will ensure that during any repair work, disruption is kept to a minimum and that following any repair work, the area is left clean and tidy.
- does not assist to gain entry to their properties. In exceptional circumstances, only following a referral from another team or from the Police will this take place. The named tenant must be present when the lock change is carried out in order to take ownership of the keys.

The Council acknowledges that sometimes a tenant may encounter an exceptional circumstance that requires additional consideration for a repairs-related decision to be made. If a tenant believes they have an exceptional circumstance that cannot be resolved within the scope of the Responsive Repairs policy, the Repairs service will liaise with Resident and Estates Services and/or other services as necessary regarding the circumstances to agree a solution. If the special consideration is agreed to be necessary to safeguard either person or property and also found to be outside the tenant’s ability to fulfil, this will be taken into consideration in reaching a decision. SBC will also make reasonable adjustments to enable fair and equal access to the Repairs service.

In the unlikely event that any request made for additional consideration results in a referral that cannot be fulfilled by the Repairs service using available resources, or where they feel insufficient information has been obtained to make the referral, they reserve the right to decline the request to allow the referring officer to then look at alternative options in other areas. If a referral is made, the Repairs service will also explain why they are unable to carry out the work requested.

In some cases where disrepair or damage falls within the scope of the Repairs service, the extent of the repair required may result in the Council:

- temporarily cutting off services
- temporarily stopping all rights of access to the property
- permanently diverting rights of access (such as paths or water pipes) as long as it is no less beneficial to the property
- decanting the tenant to an alternative property in line with the Council’s Decant Policy to enable the repair to be carried out.

In some cases, a repair issue may be covered by the Council’s buildings’ insurance (for example, water damage or fire). In order for a potentially eligible repair to be investigated, a tenant must initially:

- report the damage within 30 days of it occurring
- report any act of criminal damage or vandalism that caused the repair to the Police and obtain a valid crime reference number.

6.2 Responsive Repairs – Leaseholder

6.2.1 Responsibilities

Council’s responsibilities	
All communal repairs to an estate and block, including:	<ul style="list-style-type: none"> • the structure and outside of the block including the roof; • shared areas; • shared services, water tanks, plumbing and electricity supplies; • drainage, gutters, rainwater and soil pipes; • outside areas of the estate, estate walls and shared fences.
Leaseholder’s responsibilities	
Keeping the inside of their home in good condition. This includes fixing and maintaining the following:	<ul style="list-style-type: none"> • cisterns, tanks, pipes and wires which serve only the leasehold property; • stoptaps, including those between the mains supply and pipes serving the leasehold property; • non-structural walls; • doors and frames inside the property including other internal wooden features;

	<ul style="list-style-type: none"> • any flat entrance doors and frames which open onto a landing or corridor and not the outside of the building; • plaster, tiling and other wall and ceiling surfaces; • inside wall surfaces; • any heating or hot water services which are only provided for the leasehold property; • ensuring that any water flowing from their overflow pipe does not cause damage to the external structure of the building.
Reporting any problems or defects relating to the following:	<ul style="list-style-type: none"> • the structure of the building; • any issue within their property that is damaging or is likely to damage the homes surrounding the leasehold property and/or the structure of the building/and/or the health and safety of others; • repairs issues identified within communal areas and the estate; • communal heating systems.
Actions of anyone visiting or associated with their property.	
Costs associated with remedying any leaks in their property and leaks from their property into any other resident's property as a result of overflowing baths, sinks, basins or showers, or as a result of wear and tear or damage relating to pipework, and also faulty work carried out by the leaseholder or their representative.	
Ensuring that any water flowing from their overflow pipe does not cause damage to the external structure of the building. Where repairs associated are not carried out in a timely fashion and damage is caused to the building, the Repairs service will repair the damage and the full cost of any action taken to put things right will be charged to the leaseholder.	
Making reasonable checks when reporting communal and structural work directly to ensure that another order for the same work has not already been raised. If reporting through their Housing Online account, leaseholders will be able to see orders already raised against their block and estate to see if the work has already been reported.	

Repairing responsibilities are fulfilled by several specialist teams within the Council depending on the nature and type of work, whether it is cyclical or part of a planned maintenance programme. The Council may ask the leaseholder to complete specified repairs that are the leaseholder's responsibility within a reasonable timeframe, and it is the leaseholder's responsibility to arrange this.

The Repairs service will ensure that during any repairs work carried out to communal areas and within the estate, disruption is kept to a minimum and that following any repair work, the area is left clean.

In some cases, the extent of the responsive repair required may result in the Council:

- temporarily cutting off services to the estate and/or block
- temporarily stopping all rights of access to the estate and/or block
- diverting rights of access (such as paths or water pipes) as long as it is no less beneficial to the estate and/or block.

Leaseholders are required to pay a proportion of the full cost of repairs and maintenance to the structure and exterior of the block and communal areas as set out in their lease. For more information, please visit: <https://www.stevenage.gov.uk/housing/leaseholders/your-leaseholder-service-charges/your-leaseholder-service-charges-explained>

As part of their commitment to managing repairs to Council properties efficiently and effectively, the Repairs service will investigate repeated attendance requests and investigate, considering other factors such as warranties and defect periods in their investigation, and will seek to address the issue liaising with other Council services as appropriate to find a solution.

6.2.2 Leaseholder Responsive Repairs – Building’s Insurance

In some cases, a leaseholder’s repair issue may be covered by the Council’s building’s insurance policy. Eligible work, once assessed, may be completed by the Repairs service, another Council service or a third party through the insurance providers depending on the repairs issue.

All leasehold flats within Council-owned blocks are insured on a block policy. Repairs issues covered by the leaseholders’ block building’s insurance policy which relate to communal areas and the estate should be reported to the council, to prevent cost recharged incorrectly to leaseholders. All other claims should be made through the building’s insurance policy provider. For more information, visit <https://www.stevenage.gov.uk/housing/leaseholders/leaseholder-buildings-insurance> or contact the Resident and Estates Services.

Where a repair to a communal area or within the estate is required as a result of vandalism or criminal damage, the leaseholder should report the damage as soon within 90 days of the damage occurring and also report the damage to the police to obtain a valid crime reference number to be presented at the time of reporting the work to the Council.

Leaseholders are also reminded that not all work will be covered by Council responsibility or buildings’ insurance. In respect of non-building related items leaseholders are advised to take out their own contents’ insurance. Such schemes are widely available, and leaseholders can choose one to meet their own needs. Information on a home contents insurance scheme provided by the Council can be found on the Council’s website:

<https://www.stevenage.gov.uk/housing/home-contents-insurance>.

6.2.3 Leaseholder - Leaks

Where a leaseholder incurs a leak into their property which they believe to be from another property, they should first try to speak to the resident in the adjoining property to allow them to locate and stop the leak.

If the adjoining property is a Council property, the tenant should also be advised to notify the Council immediately to allow them to take action and stop the leak. Leaks need to be dealt with in as timely a manner as possible and the leaseholder is encouraged to contact the Council with details of the leak, what is thought to be causing it and the flat number from where it is thought to be coming from as early as possible for investigations and further appropriate action to be taken.

The leaseholder may also contact the council’s buildings insurer who may be able to offer further advice. Please see section 6.2.2.

If a leaseholder is notified by the Council that a leak is coming from their property into an adjoining property, they should act on this promptly and contact the Resident and Estates Services with either their findings or plans to rectify the leak. Failure to do so could result in the Council gaining access to the leaseholder property and turning off the water supply. If this action is taken, all costs of repair including the forced access will be recharged to the leaseholder.

If forced entry must be made to turn off a leaseholder’s water supply, the Council will not be held liable for the repair of any door fittings and fixtures damaged as a result of gaining entry, nor will it be under any obligation to repair the leak if it is located within the leaseholder’s property. The

leaseholder will need to arrange for immediate repairs to be made to rectify the issue before they turn the water back on.

6.3 Reporting a responsive repair

Tenants and leaseholders have a responsibility to report any disrepair or damage to Council property (only tenants) and communal areas, including criminal damage, damage caused by neglect or through the fault of a third party, accidental damage and fair wear and tear.

The easiest and most effective way to raise a responsive repair is through their **Housing Online - My Repairs** account. Where a repair cannot be reported through Housing Online – My Repairs, please contact the Council's Customer Service Centre.

The Repairs service will investigate repairs requests from leaseholders relating to the structure of the building, communal area and estate repairs and issues relating to the supply of services to each property and take appropriate action. The leaseholder should first check the repairs raised on the block to see if there is already an order open for the work. Failure to check this may lead to duplicated orders and unnecessary attendances which may then also be reflected in leasehold service charges for the block.

Emergency and urgent communal repairs should be reported by telephone to the Customer Service Centre during normal working hours (Mon to Fri 09:00 – 17:00) on one of the following numbers: 01438 211011 / 0800 1123444

Emergency communal repairs that pose a risk to the safety of residents or the structure of the building and which occur out of hours, including at weekends and during bank holidays, should be reported to the Council's out of hours service on the following number: 01438 314963

6.4 Who can report a responsive repair?

Tenants:

Responsive repairs can be reported by a tenant, a known household member or a legitimate third party. If a named tenant wishes to have another person act on their behalf and at their own risk to manage their responsive repairs, details must be provided in writing with the required permissions. This is required to comply with data protection legislation.

Leaseholders

Responsive repairs in communal areas and within the estate can be reported by the leaseholder, a member of their household or a legitimate third party. Council tenants are also expected to report repairs issues in these areas.

If a named leaseholder wishes to have another person act on their behalf and at their own risk to manage their reports and interactions with the Repairs service concerning communal and estate responsive repairs, details must be provided in writing with the required permissions. This is required to comply with data protection legislation.

6.5 Repairs Priorities and Timescales

The Repairs service works within a clear framework of priorities and timescales to assess incoming repairs from tenants and repairs to communal areas or within the estate for leaseholders. The different priorities within the framework are outlined below to help understand how their requested repair will be handled and within what timeframe.

The Repairs service cannot always accurately diagnose faults at the point of reporting, but the framework enables the service to identify the trade, priority type and timeframe required and send an operative to fully diagnose and complete the repair.

All response times reflect the period from the responsive repair being reported to its completion.

The reporting to completion times (which in some cases may be through inspection, rather than repair in the first instance) within the Responsive Repairs framework are as follows:

- Emergency Repairs: 24 hours
- Urgent Repairs: 5 working days
- Routine Repairs: 20 working days

Tenants and leaseholders may be asked to repay in full any costs or liabilities incurred by the Repairs service resulting from misuse of the service. Examples of misuse include (although not exhaustively):

- Providing misinformation to obtain a faster response time.
- Failing to be at the property when the operative attends the arranged appointment or emergency attendance.

The Repairs service reserves the right to amend repairs timeframes on a temporary basis in certain circumstances. Examples include, although not exhaustively:

- an extended period for fencing repairs following a period of extreme weather that has resulted in a significant amount of additional work in this area being reported;
- an extended period for guttering repairs following a period of extreme weather or seasonally when demand for such work rises to a level that it cannot reasonably be met within the stated timeframe with available resources.

The service will always endeavour to complete all requested responsive repairs works within the stated timeframes. When this isn't possible, those requesting the affected responsive repair will be notified either at the time of reporting, or within 5 working days depending on how the report is made, that delays are occurring and why and will be given a revised timeframe for the completion of the work.

Leaseholders can view jobs raised against their block, including jobs that are currently open and awaiting completion, through their Housing Online account.

6.6 Emergency responsive repairs

A responsive repair is assessed as Emergency and attended to within 24 hours if one or more of the following criteria are met at initial assessment:

- a. there is a probable health or safety risk to a person or persons if the repair isn't resolved or made safe;
- b. there is a probable risk to the structure of the property and/or other fixtures and fittings if the repair isn't resolved or made safe;
- c. there is a probable risk of severe hardship to a person or persons if the repair isn't resolved or alternative facilities provided.

For tenants, emergency responsive repairs examples might include, although not exhaustively:

- an insecure external window, door or lock,
- total loss of electric power,
- an unsafe power or lighting socket or electrical fitting,
- leak from a water or heating pipe, tank or cistern,

- total loss of water supply to the property,
- a blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling or house) toilet pan,
- a toilet not flushing (where there is no other working toilet in the dwelling or house),
- total or partial loss of electric or water heating between 31 October and 1 May in a property that does not have a gas heating and/or hot water system.

The primary aim of an emergency responsive repair attendance is to eliminate the initial factor(s) causing the emergency and repair during the attendance where possible. Follow-on work if required will be prioritised as either Urgent or Routine, depending on the type of work required and in line with other repairs of a similar nature where no emergency element exists.

6.7 Emergency out-of-hours responsive repairs

The Out Of Hours service is available to customers outside working hours (17:00-09:00) only where there is an immediate risk to a person or property if the repair is not made safe at the earliest opportunity. This implies the repair cannot be reasonably managed until 09:00 the following working day.

The daytime Repairs service reserves the right to refer assessed emergency responsive repairs to the Council's Out Of Hours service to be completed or made safe outside normal working hours where this is required.

Where the repair does not meet the criteria for an emergency out of hours attendance, the customer will be advised to contact the Repairs service via the Customer Service Centre from 09:00 on the next working day.

If the repair requires further work, an appointment will be scheduled. As the element of the emergency repair that was posing an immediate risk to a person or property has been addressed, the remaining work required will be allocated a priority of Urgent or Routine.

In specific circumstances where it's not possible to make safe through the Out Of Hours service (adverse weather), the reporting party will be advised to contact the Council from 09:00 the next working day and offered basic advice to manage the situation. If the issue occurs over a weekend or prior to a Bank Holiday, the Out Of Hours service will further advise the customer to call back if the situation deteriorates to be reassessed and put out to contractor, should it be safe to do so.

If it is unsafe for the occupants to remain in the property, alternative accommodation arrangements will be made. This may be on a day-by-day basis or a temporary decant (please note this may be a hotel) to an alternative property, depending on availability. Council officers will make necessary decant arrangements to suitable accommodation in line with the Council's Decant Policy.

Customers may be asked to repay in full any costs or liabilities incurred by the Repairs service resulting from misuse of the Out Of Hours service. Standard charges can be viewed on the Council website - www.stevenage.gov.uk.

The Repairs service will monitor usage of the Out Of Hours service and will refer instances of misuse or concern to Resident and Estates Services and other services where relevant. Examples of misuse or concern include, but not exhaustively:

- mis-reporting a repair that is not an immediate risk to a person or property in order to get an out of hour attendance;
- regularly reporting avoidable circumstances;

- failure to be at the property when the out of hours operative attends;
- a pattern of reporting issues solely to the out of hours service which may suggest the user is making a conscious decision to bypass the daytime service and obtain preferential treatment;
- concern about the welfare of the caller;
- concern about the behaviour of the caller towards out of hours staff or attending contractors.

6.8 Urgent responsive repairs

A responsive repair is assessed as Urgent if it may cause substantial discomfort to the customer and potential damage to the property if not repaired. The repairs in this priority category are defined by legislation. An Urgent responsive repair will be completed within 5 working days. Examples of Urgent responsive repairs to tenant properties include:

- partial loss of electric power;
- partial loss of water supply to property;
- total or partial loss of electric space or water heating between 1 May to the 31 October in a property that does not have a gas heating and/or hot water system;
- blocked sink, bath or basin;
- tap which cannot be turned;
- loose or detached banister or hand rail;
- rotten timber flooring or stair tread;
- some window repairs relating to securing the property;
- a leaking roof or mechanical extractor fan in internal kitchen or bathroom not working.

6.9 Routine responsive repairs

A responsive repair is assessed as Routine and completed within 20 working days if it causes only minor inconvenience and will have no impact on the safety of a person or property if completed within 20 working days. Examples of routine responsive repairs to tenant properties include ease and adjust windows or doors; bath panel repair/replace; gate and fence repairs; blown/misted windows.

6.10 Right to Repair

The Repairs service Right to Repair obligations are fully met through the terms of this policy. For more information:

<https://www.stevenage.gov.uk/housing/council-housing/repairs/right-to-repair>

6.11 Ensuring the service meets customer's needs

The Repairs service recognises that some tenants or members of their household may require additional considerations to be made to facilitate the completion of their responsive repairs and can request that the council make reasonable adjustments in person, in writing for example by email or post or by telephone.

Examples of reasonable adjustments include:

- Giving residents the opportunity to be accompanied by a representative when meeting with the Council.
- Provision of auxiliary aids such as hearing loops and adapted computer software and devices.
- Interpretation service (for example British Sign Language (BSL) interpreter).
- Print off and provision of accessible documents (for example in large print, braille, easy read).

- Arranging for residents to provide details over the phone or in-person rather than on-line or paper copy.

We're committed to listening to the voices of the communities we serve. This is underpinned by our fulfilment of the Public Sector Equality Duty set out in the Equality Act (2010) and through the implementation of the Council's Equality, Diversity, and Inclusion Policy (2022-2026). As a Council we will make reasonable adjustments to make sure that anyone who wishes to access our repairs service can do so.

6.11 Appointments

Appointments are not offered to customers reporting an Emergency responsive repair, as the Repairs service will attend within 24 working hours. The tenant or a representative of the tenant aged 18 or over is expected to remain at the property over this period to give access and also stay at the property until the repair is made safe or completed.

Appointments are not offered on communal repairs. These will be attended by an operative (or nominated contractor) in line their assessed priority and attached timeframe.

We will offer appointments on all responsive repairs work assessed as Urgent or Routine within a tenanted property on a slot basis as follows (excluding Bank Holidays):

- am: Monday to Friday 08:00 – 13:00
- pm: Monday to Friday 12:00 – 16:00
- school run: Monday to Friday 09:30 – 14:30

Examples of situations that may result in the need to move appointments may include, although not exhaustively:

- diagnosis on attendance that work required is of a more extensive nature than originally anticipated and/or requires immediate attention and an extension to the appointment time allotted.
- a report of a serious emergency that requires immediate attention and may also require more than one operative/sub-contractor.
- severe weather conditions affecting the ability to travel around the town safely.
- a sudden reduction in available resource, for example the temporary loss of staff members through illness.
- the introduction of national or regional government restrictions.

6.12 Tenants allowing access

In line with the Tenancy Agreement and Conditions of Tenancy, tenants must allow access to the Repairs service for the following purposes:

- to inspect requested responsive repairs in the property, or to the communal areas, block or estate of which the property forms a part.
- to carry out Emergency, Urgent and Routine responsive repairs or other necessary works to the property, or to the communal areas, block or estate of which the property forms a part.
- to carry out safety checks in areas managed by the service.

Operatives from the Repairs service and/or contractors will show an official identification card prior to starting the inspection or work in a property.

The Repairs service requires that young children and pets are kept away from the area of repair work whilst the attending operative/sub-contractor carries out the repair.

Failure to allow access to your property for a pre-arranged appointment is a breach of your responsibilities as outlined in the Tenancy Agreement and Conditions of Tenancy.

In some cases, and in accordance with the Tenancy Agreement and Conditions of Tenancy, immediate access to a property is required such as in cases of serious water or sewage leaks or unsafe electrics. The tenant agrees that the Repairs service can enter the property without prior access agreed and without written notice whether they are there or not in the following circumstances:

- to inspect a property and carry out any responsive repairs needed to make a serious emergency responsive repair safe, such as major leaks, electrical or gas safety
- (by force as necessary) if there is a fire, flood or danger to Health and Safety

In cases where forced entry is required the Repairs service will make sure the property is left secure but reserves the right to charge the tenant for the costs of forcing entry.

If an operative or officer attending an appointment is subject to any form of harassment, abuse, violence or the threat of violence, they are within their rights to leave the property. The Council takes all reports of such incidents directed against council employees very seriously and will refer the matter to the Police and/other relevant authorities.

6.13 Leaseholders allowing access

The Repairs service does not carry out repairs and maintenance work within and relating to the leaseholder's specific property. This is the leaseholder's responsibility. Leaseholders can find further guidance within their individual lease.

After previous notice in writing, the Repairs service and/or authorised representatives, have the right to enter a leaseholder property at all reasonable times for the purposes of carrying out its responsibilities under the lease. Failure to allow access in such circumstances is a breach of the terms of the lease and the Repairs service will forward details to the Resident and Estates team, who will work with the Repairs service to take appropriate action.

The leaseholder agrees that in the event of a serious situation (such as fire or flood) where immediate action is required to remove an imminent risk to either person or property, and where the leaseholder cannot be contacted through the methods they have provided, the Council may need to force entry into the leaseholder property without prior agreement and without written notice to contain the serious situation. The matter will be referred to the Resident and Estates Services and may be reported to the Emergency Services so that access can be obtained, and the issue made safe. The property will be made secure at the end of the visit. The leaseholder will be financially liable for any costs incurred during this process, including the cost of any responsive repairs work required to make safe.

It is the leaseholder's responsibility to ensure that contact details held for them by the Council are kept up to date to minimise the need for forced entry should a serious situation occur.

6.14 Missed appointments

The nature of the Repairs service means that sometimes exceptional situations will arise that require re-routing of work and/or resources leading to an appointment being missed or rearranged at very short notice. In such circumstances the Repairs service will contact the tenant at the earliest possible opportunity and arrange for the work to be completed at a later date. If attempts to reach the tenant have been made and the tenant is uncontactable, the Repairs service reserves the right to move the appointment even if the tenant cannot be reached.

Tenants can amend appointments made for responsive repairs to a new date and time up to the day of the appointment. It is the tenant's responsibility to notify the Repairs service if they wish to rearrange or cancel an appointment.

The Council does not make compensation payments for problems resulting from matters beyond its control, including the need to reschedule work and resources at short notice. However, if the Council fails to keep a prearranged appointment without good reason, it is envisioned a compensation payment will be offered.

The Repairs service has a responsibility to monitor missed appointments by customers. If the customer is not home or fails to allow access to a pre-arranged appointment or emergency attendance, it is a breach or failure of their responsibilities. It is envisioned the Council will determine the level of recharge applicable for the missed appointment.

In the event of a missed appointment, the attending operative or officer will attempt to contact the customer through the contact details held by the service. If no contact can be made, or if the customer is unable to come to the property immediately to allow access, photographic evidence will be taken recording the date and time the property was visited, and a card was left.

It is the responsibility of the customer to make sure that correct contact details are provided at the time of reporting the responsive repair.

At this stage, the repairs order will be closed. It is the responsibility of the customer to re-order the work and arrange a new appointment if work is still required.

6.15 Charges and upfront payments

The Head of Repairs and Maintenance has overall accountability for:

- identifying chargeable work carried out by the Repairs service;
- providing customers with the costs of chargeable work;
- providing details of chargeable work to the Residents and Estates Services and the Income Services team so that costs can be effectively recovered;

Further information about chargeable repairs and upfront payments can be found in the Council's Housing Income policy.

It is envisaged the Repairs service will monitor requests for responsive repairs per properties and per block. Such monitoring will help identify:

- properties where additional repairs or maintenance intervention may be required to minimise ongoing repairs;
- blocks where communal and estate repairs requests are above average;
- properties where the actions or inactions of the tenant or leaseholder may be contributing to the high repair needs of the property or block.

This information will enable the Council to look at strategies to help reduce repairs and maintenance costs and it will also be referred to Resident and Estates Services for further investigation. The tenant or leaseholder may be subject to charges by the Repairs service for any work carried out that is not deemed to be a result of fair wear and tear.

Tenants

The Repairs service does not accept repairs requests for items or issues that are the tenant's responsibility. In individual cases where a repair is the tenant's responsibility, but the tenant lacks the financial resources to effect the repair, the tenant should contact the Income Services team for advice. Depending on the nature of the repair and circumstances of the tenant, it may be possible to arrange payment upfront in instalments so that the repair can be referred on collection of the full amount and completed by the Repairs service.

In cases where the repair is the tenant's responsibility and it also poses a risk to person or property, where the tenant lacks the financial resources to effect the repair, the Repairs service may attend and make safe and the tenant will be liable for a standard attendance fee and the cost of any works completed plus VAT. Arrangements to pay this amount will then be made through the Income Services team.

The Repairs service has a duty to inform liable parties of the costs they may incur if a responsive repair is chargeable. Details of standard amounts for chargeable repairs can be found on the Council's website www.stevenage.gov.uk. Further advice can be obtained from the Repairs service.

Tenants are responsible for carrying out most repairs that are caused by accidental damage, misuse or neglect by any member of the household, any visitors to the household and includes issues in both individual properties and communal areas.

Tenants will be charged for any responsive repairs attended where the Repairs service has reason to believe that the repair is necessary for any reason other than wear and tear. Such cases will be referred with full information to Income Services for perusal of recharged costs.

The Repairs service does not charge for repairs in the following circumstances:

- the damage is as a result of domestic violence, except where the perpetrator is a named tenant of the property
- damage due to some other violent incident directed towards the tenant or a member of their household by an external third party where the damage has been reported within 30 days of the incident and the tenant has also received a crime reference number

- damage due to hate crime directed towards the tenant or a member of their household by an external third party where the damage has been reported within 30 days of the incident and the tenant has also received a crime reference number
- cracked, broken or damaged glazing, damaged door frames and/or landlord's fixtures and fittings where the damage has been caused as a result of a break-in or burglary where the damage has been reported within 30 days and the tenant has also received a crime reference number
- a small number of circumstances where the accidental damage meets specific criteria meaning that it is covered by the Council's buildings' insurance.

The Council has a responsibility to recover costs from tenants following an agreed upfront responsive repair referral that is the tenant's responsibility.

Leaseholder

All leaseholders are required to pay a proportion of the full costs of repairs and maintenance to the structure and exterior of the block, communal areas and the estate as set out in their lease.

The Council has a responsibility to recover costs from leaseholders as a result of a responsive repair or other circumstance.

6.16 Circumstances when a responsive repairs request cannot be accepted

Responsive repairs requests will not be accepted in the following circumstances:

- the repair to the property, or communal area or estate repairs requested is due to be completed as part of a planned investment programme, capital project or major works scheme and there will be no risk to person or property until this work is carried out
- the tenant has started the Right to Buy process
- an abandonment notice has been issued
- the tenant is refusing to give access for the annual gas safety service.

Where the tenant has started the Right to Buy process, the Repairs service will only accept and/or fulfil requests where there is a legal obligation to do so (in emergency cases). This extends to repairs previously ordered but not yet completed and where there is no legal requirement to complete. These works will be cancelled at the point the Right to Buy process is initiated.

6.17 Use of specialist contractors

The Repairs service reserves the right to pass work to approved contractors for completion. All contractors working on behalf of the Repairs service will carry identification.

Contractors are, in effect, an extension of the Repairs service. Any issues or feedback relating to contractors, or their work can be reported to the Repairs service in the usual way or submitted through the council's compliments and complaints system.

6.18 Notifying leaseholders

A Section 20 notice (S20) is a notice to tell you that we intend to carry out works or provide a service that Leaseholders will need to pay towards. The consultation process (as it's referred to), has three stages:

- The first stage is where we notify you of our intention to do works.
- The second stage is to notify you of the estimates we have obtained.
- The third stage is to notify you (where applicable) of award of contract to who will carry out the works.

6.19 Quality Control

The Repairs service will carry out random post-inspections on both in-house and contracted works and will monitor and report on overall service quality control as a key performance indicator. Post-inspections will be arranged to cover a random sample of different repair types, property types, communal and estate areas and across different geographical areas of the town.

Where a customer has reason to believe that work completed falls below an acceptable level of quality, they have the right to contact the Repairs service and ask for a post-inspection to be carried out.

6.20 Health and Safety

To ensure that standards of health, safety and employee and resident welfare are met, the Repairs service and its contractors comply with all relevant legislation, codes of practice, guidance notes and the Council's own Health and Safety Management Framework.

6.21 Performance and Delivery

Performance indicators will be set and reviewed with specific, clear and attainable targets to ensure that the Repairs service is delivered effectively and in a timely manner.

6.22 Customer Satisfaction

The Repairs service will contact tenants and leaseholders from time to time to ask for comments and feedback on the service received. Feedback is used to review and improve service delivery and achieve the agreed level of customer satisfaction. The information received from the customer satisfaction surveys will feed into the service key performance indicators (KPIs). This could be by phone call, text message, email, face-to-face or other media as appropriate.

Surveys are based on specified work recently completed. This means that tenants and leaseholders may be invited to give feedback more than once in any given year if various jobs have been carried out. The service values and appreciates all feedback provided.

6.23 Complaints

The Council operates a complaints process which is available to any customer who is not satisfied with the way their repair request has been dealt with. Details of the complaints process can be found on the council's website – www.stevenage.gov.uk.

7 Consultation

7.1 As a Cooperative Council, we are passionate about our communities and making sure they have a say in how services are delivered. **Who have we consulted with in the development of this policy?**

7.2 **How has their input shaped the content?**

8 Monitoring and Review

The Assistant Director for Building Safety and Housing Property Services has overall responsibility for the policy and for ensuring it is fully implemented and operating effectively.

The Head of Repairs and Maintenance is responsible for:

- the effective implementation and delivery of the policy;
- monitoring performance and delivery;
- developing processes and procedures in line with the policy;

The Head of Housing Asset Management is responsible for:

- reviewing the policy;
- ensuring that the policy aims and terms are adhered to.

This policy will be reviewed by the Head of Housing Asset Management every 2 years or earlier if there is a change in any relevant legislation and/or regulatory standards. Where more than 10% of the policy content is changed the Assistant Director and appropriate Portfolio Holder will be required to decide if the policy needs to be formally reconsidered by the Cabinet or appropriate decision-making body.

Where there is a request for the content of the policy to be reviewed in response to a complaint, the relevant Business Unit's Assistant Director will be notified. If the Assistant Director agrees that a review of policy is required, this will be discussed with the appropriate Portfolio Holder. The Head of Service will be responsible for implementing a subsequent policy review.

9 References and Resources

Links (Internal)	Links (External)
<ul style="list-style-type: none"> • Tenancy and Tenancy Agreement Conditions • Individual Lease Terms • Income Services Policy • Damp and Mould Policy • Decant Policy • Mutual Exchange Policy • Safeguarding Policy • Housing Asset Management Strategy • Complaints Policy • Asbestos: Management and Action Policy • SBC Staff Protection Policy • SBC Passport to Safety Handbook • Equalities and Diversity Policy • Reasonable adjustments Policy 	<ul style="list-style-type: none"> • Landlord and Tenant Act 1985 • The Commonhold and Leasehold Reform Act 2002 • Housing Act 2004 • Defective Premises Act 1972 • Environmental Protection Act 1990 • The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 Homes (Fitness for Human Habitation Act) 2018 • Social Housing (Regulation) Act 2023 • Public Sector Equality Duty (PSED) • Equality Act 2010 • Decent Homes Standard

9 Abbreviations and Definitions

EDI: Equality, Diversity and Inclusion

GDPR: General Data Protection Regulation

PSED: Public Sector Equality Duty

The Council: Stevenage Brough Council

10 Appendices

Appendix 1 – Fencing Policy

Appendix 2 – Equality Impact Assessment

11 Version History

Date	Outlined Amendments	Author
January 2024	Creation	Ana Hetherington

Once approved, please send a copy of the policy to policy@stevenage.gov.uk for Council records.