Responsive Repairs Policy

September 2024

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| 23/09/2024 | V2 | Performance and Insight Manager | Amendments made following consultation with DMT members / Operations Manager |
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1. **Purpose and Scope**
	1. Mansfield District Council (MDC) is committed to providing a high quality repairs service and has a responsibility to ensure that its properties are in a good state of repair. MDC will ensure that all repairs are carried out within the timescales detailed within the policy and that all its statutory and contractual repairing responsibilities are delivered. Our statutory obligations are contained within (but not exclusively):
* Landlord and Tenant Act 1985
* Housing Act 2004
* Defective Premises Act 1972
* The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

1.2 MDC will also ensure the repairs service delivers against the outcomes and specific expectations set out by the Social Housing Regulator’s (SHR) Consumer Standards and Code of Guidance especially in relation to the Safety and Quality Standard: Repairs, Maintenance and Planned Improvements.

* 1. This policy covers the responsive repairs service to all properties and communal areas owned and/or managed by MDC. It sets out the repairing obligations of MDC and of the rights and obligations of its customers. It outlines the procedure for reporting repairs and how repairs are prioritised. The policy does not cover Planned, Cyclical, Void, Adaptations or Servicing works undertaken by MDC.

 **NB**: When referring to customers this includes both tenants and leaseholders.

* 1. Other related policies and documents include:
* Recharges Policy
* Vulnerable Persons Policy
* Reasonable Adjustment Policy
* Tenancy Agreement / Lease
* Repairs Handbook
* Responsive Repairs service standards
* Complaints policy

2. **What do we mean by responsive repair?**

2.1 A responsive repair is day-to-day maintenance work following a request from a tenant and can include internal works, external works, or repairs to communal areas. This work maintains our homes to a good standard, until the next set of planned investment works.

2.2 We will always look to complete a repair rather than a full replacement as these works will usually be included in future planned investment programmes.

1. **Repairing Responsibilities**

3.1 Repair obligations and responsibilities are outlined in tenancy and licence agreements. Customers are responsible for keeping their home in good order and informing the Council when repairs arise that are within the Council’s responsibility.

3.2 Although the Council is responsible for carrying out the majority of repairs to customers’ homes, there are certain repairs which tenants are responsible for. A more extensive list of repairs and responsibilities can be found in the Repairs Handbook

3.3 Customers are required to undertake minor repairs and maintenance that are not the responsibility of MDC to ensure the upkeep of their property, this includes ensuring repairs do not arise due to neglect, wilful damage or accidental damage.

1. **Responsive repair categories and response times**

4.1 MDC has pre-assigned categories for prioritising responsive repairs. The response time for each category is determined by the severity of the problem and the likely impact and risk to the customer.

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| --- | --- | --- |
| Repair Priority | Description | Response times |
| Emergency | These include repairs affecting the safety or security of the property or potentially affect the health of the tenant or visitors. (Examples include gas leaks, uncontrollable water leaks, loss of heat in winter months and serious electrical faults) | 24 hours |
| Urgent | 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. Examples might include a minor leak to the roof, or partial loss of heating. | 72 hours |
| Routine  | These are repairs which can wait without causing major inconvenience to the tenant and might include such repairs as a leaking gutter or damaged kitchen unit | 20 Working days |
| Batched | These are external works where there is no risk to health and safety and no imminent risk to the fabric of the building and can include external doors, window frames, plastering and rendering, soffits, fascias and rainwater pipes and gutters, roofs and chimney stacks etc. | 15 week programme |

1. **Reporting a repair**

5.1 To report a repair customers can contact us on 01623 463463

5.2 When customers contact us we will need to know:

* Their name, address and a contact telephone number.
* Details of the repair.
* Times that are convenient for us to carry out the repair.
* If they are vulnerable, hard of hearing or have difficulty getting to the door

5.3 We will:

* Tell the customer if the repair is their responsibility or ours.
* Advise if an inspection is required.
* Arrange a convenient time for an inspector or operative to call if we are able. In some instances we may have to contact the customer at a later date to arrange access, for example when we have to order special parts..
* Provide customers with the job number and the target time for the repair if they request this information.
* Advise the customer if the repair is rechargeable to them.

5.4 Alternatively customers can email through their repairs to MDC@mansfield.gov.uk or report their repair in person at the civic centre or via their Housing Management Officer (HMO) or other advocate

1. **Out of Hours Emergency Repairs**

6.1 Outside of office hours MDC provides an ‘Out of Hours’ repairs service enabling customers to report emergency repairs 24 hours a day, 365 days a year, including bank holidays and weekends. Only issues which cannot wait until the following working day to be resolved, will be dealt with by the out of hours emergency repairs service: that is issues which present a serious risk to resident safety or to the property itself.

6.2 For emergencies outside of office hours (5pm to 8.30am Monday to Thursday, 4.30pm to 8.30am Friday and during weekends) customers can contact us by calling 01623 463050.

**7. Inspections**

7.1 A pre-inspection maybe required before a repair appointment can be arranged which will be undertaken within 14 calendar days. This will include circumstances where the scope of the repair is either unknown or cannot be diagnosed with the information provided by the customer. Following the inspection, the repair will be diagnosed and planned in following the appropriate timescales.

* 1. **Appointments**

8.1 Where access is required into a customer’s home we will contact them prior to our visit and agree a mutually convenient appointment. A choice of appointments are available including:

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| --- | --- |
| All day appointment | 9am – 4pm |
| Avoid school run appointment | 9:30am – 3pm |
| Morning appointment | 9am – 12pm |
| Afternoon appointment | 12pm – 4pm |

8.2 Customers are required to provide access for repairs at the appointed time, to remove belongings to enable the work to be undertaken and to provide a clean, smoke free environment for our employees and contractors to work in. If appointments are no longer convenient customers are required to inform MDC to rearrange to a more suitable time.

* 1. **No Access**

9.1 If MDC are unable to gain access to a prearranged appointment due to the customer not being home for a repair, we will make 3 attempts to rearrange an appointment by telephone. If we get no response, a further appointment letter will be sent out. If no access is gained following this process the repair will be cancelled. If the customer reports this repair again the timescales will be reset in line with the agreed and published repairing timescales.

9.2 Where the repair is understood to be an emergency or a health and safety matter then we will continue to make contact prior to the repair being cancelled. If the repair poses a serious safety risk for other residents or the building, we will take appropriate steps to gain access following MDC’s ‘No Access’ procedure

* 1. **Rechargeable repairs**

10.1A rechargeable repair is defined as any repair that is above and beyond normal wear and tear, or arises from abuse, accidental damage, neglect or deliberate and/or malicious damage. This applies to all customers, their household or visitors to the property.

10.2 Where damage or neglect has occurred for which the customer is responsible, we expect the customer to undertake the repairs or remedial work required at their own expense. Where a customer fails to undertake these repairs or following a repair it is found that it falls within the remit of a rechargeable repair, MDC reserves the right to recharge customers for undertaking these works. All works involving gas or electrical installations must be undertaken by a Gas Safe or NICEIC registered contractor.

10.3 The Customer must not perform any gas or electrical works themselves without prior consent from MDC. Where consent is provided, the customer must provide MDC with the original certificate/s issued by the contractor following any work undertaken.

10.4 Where damage is due to vandalism or criminal activity, customers should report this to the police and obtain a crime reference number. We may accept responsibility for repairs where a crime reference number is provided dependent upon the circumstances. For full details please refer to MDC’s Rechargeable Repairs Policy

* 1. **Vulnerable customers**

11.1 We recognise that our customers have different needs and that in some circumstances customers may require additional assistance. MDC are committed to ensuring the repairs service is accessible by all and where required we may adjust response times and increase our service offering on a case by case basis. If customers require additional assistance every attempt will be made to identify any individual circumstances at first point of contact to ensure reasonable adjustments can be made for the works to take place**.**

* 1. **Customer Improvements**

12.1 Customers have the right to carry out improvements within their property. Customers however must not make any improvements, alterations, or additions to the premises without first obtaining both the written consent from MDC and all other necessary approvals, such as planning and building regulation approval. Please contact your Housing Management officer for permission

12.2 MDC will not unreasonably withhold consent when customers make requests for improvements, alterations, or additions. Customers must comply with the reasonable requirements of MDC in relation to any consent given to make improvements, alterations, or additions to the premises, including the standard of the work to be carried out.

12.3 If works are carried out by a tenant that do not meet an acceptable standard, the customer will be required to rectify the matter and make good any issue identified. If a customer fails to complete works to an acceptable standard after being notified of the matter then the customer will be recharged for any costs incurred by MDC.

12.4 Following any improvements, alterations or additions undertaken by the customer they will be responsible for the future repairs, maintenance or replacement of the improvement unless previously agreed in writing.

12.5 Where permission has not been approved by MDC the customer may be recharged for any unauthorised improvements or alterations identified during or at the end of their tenancy.

* 1. **Right to repair**

13.1 Section 96 of the Housing Act 1985 (as amended) gives tenants the “Right to Repair”. Tenants have the right to have certain urgent minor repairs carried out where the repair may affect health, safety or security. If MDC do not undertake the repair within the target time, nor complete the repair after a second request, customers may be entitled to compensation. It should be noted that the “Right to Repair” does not give customers the right to carry out a repair and then seek compensation from MDC.

13.2 The following table gives a list of repairs which qualify as determined by the

"Secure Tenants of Local Housing Authorities (Right to Repair) Regulations

1994".

• A repair only qualifies if the cost of carrying out the work is less than £250.

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| **Repair** | **Classification** | **Timescale** |
| **Electrical** |  |  |
| Total loss of electrical power | Emergency | 24 hours |
| Partial loss of electrical power  | Urgent | 3 working days |
| Unsafe power or lighting socket or electrical fitting | Emergency  | 24 hours |
| **Heating** |  |  |
| Total loss Between 31st October - 1st May   | Emergency | 24 hours |
| Between 30th April - 1st Nov  | Urgent | 3 working days |
| Total or partial loss of gas supply | Emergency | 24 hours |
| Blocked flue to open fire or boiler | Emergency | 24 hours |
| **Plumbing** |  |  |
| Total loss of water supply    | Emergency | 24 hours |
| Partial loss of water supply  | Urgent | 3 working days |
| Blocked or leaking foul drain, soil stack or toilet pan (where there is no other working toilet in the dwelling house)  | Emergency | 24 hours |
| Toilet not flushing(where there is no other working toilet in the dwelling house)  | Emergency | 24 hours |
| Blocked sink, bath or basin | Urgent | 3 working days |
| Tap which cannot be turned   | Urgent | 3 working days |
| Leaking from water or heating pipe tank cistern  | Emergency | 24 hours |
| **Other** |  |  |
| Insecure external window, door or lock   | Emergency | 24 hours |
| Loose or detached banister or handrail   | Urgent | 3 working days |
| Rotten timber flooring or stair tread    | Urgent | 3 working days |
| Door entry - phone not working  | Routine | 10 working days |
| Mechanical extractor fan in internal kitchen or   Bathroom not working | Routine | 10 working days |
| Leaking roof      | Urgent | 3 working days |
| Where risk to health or safety of occupants, or to prevent further damage to property (make safe only) | Emergency | 24 hours |

**14. Responsibilities and decision making**

14.1 The table below illustrates the structure for responsibility and decision making in relation to this policy**:**

**Assistant Director of Housing**

Overall responsibility for approval of the policy

**Performance and Insight Manager**

Responsible for ensuring consultation on the policy is carried out with involved customers

**Repairs Manager**

Responsible for the delivery of services in line with this policy

**Operational Managers**

All managers are responsible for reading, understanding and monitoring the delivery of services in line with the policy

**All staff and Contractors**

All staff are responsible for reading, understanding and delivering services in line with the policy.

**15 Monitoring and Reporting**

15.1 Key Performance Indicators (KPI’s) and any outcome measures relating to this policy and any related policies will be monitored and reported to the Operational groups, the Housing Executive Group, CLT, Housing Board and OSC (Corporate)

15.2 KPI’s will include:

* Proportion of non emergency repairs completed in timescale
* Proportion of emergency repairs completed in timescale
* Proportion of customers satisfied with the repairs service
* Appointments kept as a percentage of appointments made

**16. Review**

16.1 This Policy will be reviewed every three years or in line with changes in legislation / regulation, whichever is the sooner, updates or recommendations for changes will be presented to the Head of Housing for approval

**17. Equality Impact Assessment**

17.1MDC complete an equality impact assessment (EIA) each time we develop or review a policy, procedure or service. The assessment is to help us ensure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (includingdisability) under the Equality Act 2010. An EIA has been completed to support this policy

**18. Complaints and Feedback**

18.1 We try to get things right the first time however we acknowledge sometimes things go wrong and where this happens MDC is committed to:

* Dealing with complaints and comments quickly and effectively; and
* Using complaints, comments and compliments to review and improve our services

18.2 MDC’s Complaints Policy can be found here. Whilst we strongly encourage customers to submit their complaint online at www.mansfield.gov.uk/council-councillors-democracy/complaints-1 so that issues can be handled by the relevant service area quickly. Customers can also make a complaint:

• In writing

• By telephone – 01632 463463

• By email – mdc@mansfield.gov.uk

• In person

• Through a representative or advocate (see section 4 of the policy)