

# **Newark and Sherwood District Council**

## **Responsive Repairs Policy for General Build, Gas, Mechanical & Electrical and Specialist Repairs**

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# 1 Introduction

- 1.1 This policy applies to general needs and all communal areas of stock managed by Newark and Sherwood District Council (NSDC), including leasehold properties.
- 1.2 It covers all responsive repairs, including general build, mechanical and electrical (M&E), communal heating, lighting, boosted water systems, fire related works, door entry systems and lifts.
- 1.3 Servicing of domestic boilers, as well as other statutory compliance, cyclical, void and planned maintenance are not covered in this policy.
- 1.4 The aim of this policy is to set out repair responsibilities, service priorities, the framework within which decisions regarding repairs are made and the principles on which future service developments and improvements can be designed and implemented.

## 2. Policy statement and service standards

- 21 Our aim is to provide an excellent service that performs to standards agreed with our tenants, is responsive to their needs, achieves high levels of satisfaction, delivers value for money and operates at an affordable cost.
- 22 An effective repairs policy implies a degree of partnership between tenants and landlord. Tenants have an obligation within their tenancy agreement to report essential repairs to their landlord. NSDC tenancy agreement states “you must let us know as soon as possible of any repair which needs doing in your home”.
- 23 Where we carry out a repair for which we would not normally be liable and for which the resident will be charged, we will work to the same service standards which would apply should we be responsible for the repair.
- 24 We only use employees and contractors who take pride in their work and are suitably qualified and experienced to complete the work they are asked to do. They will follow the appropriate Code of Conduct and will carry and provide photo identification before entering a resident's home.
- 25 We will treat tenants and their homes with courtesy and respect at all times. We will ensure that no damage is caused to tenants' belongings in the course of carrying out work and will leave tenants' properties and communal areas clean and tidy following the completion of work.

### 3. Contracts

- 31 Newark and Sherwood District Council seeks to ensure best value at all times, through utilising its own workforce and the procurement of a range of contracts with suitably qualified professionals. We will always aim to have the relevant tenant involvement during this process.
- 32 Most general build repairs will be undertaken by our own workforce. At times of peak demand and in cases where specialist works are required they will use contractors.
- 33 A range of specialist contractors are also engaged directly to provide specific functions e.g. servicing and maintenance of passenger lifts and stair lifts, as well as Door Entry Systems and CCTV.

### 4. What is a responsive repair?

- 41 Responsive repairs are usually unforeseen, minor in nature, and can generally be completed on a first visit from standard van stocks. These repairs will be categorised, given a priority and a target response timescale. Replacement of components (for example doors and kitchens) will not usually be considered a responsive repair and will fall into the category of planned works.
- 42 We are legally obliged to keep our properties in a decent state of repair. The key legislation on this is as follows:

***Landlord and Tenant Act 1985*** This Act gives landlords an absolute obligation to carry out basic repairs, including the structure and exterior of the property and installations for the supply of water, gas and electricity, sanitation and 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. This legislation means we are liable for damages and compensation to tenants and their families who suffer as a result of failure to maintain their properties.

- 4.3 NSDC will provide a repairs service which meets our legal and statutory obligations, to standards agreed with tenants, and which offers value for money. We will:
- Make an appointment at the time the repair is reported for all internal non-urgent works and pre-inspections;

- Minimise inconvenience to tenants by coordinating multiple responsive repairs to be completed at the same time on the first visit where practically possible;
- Aim to deliver repairs which are “right first time” where possible, by which we mean that no further visits or recalls are necessary, and that the same repair is not reported in the following 6 months;
- Complete all repairs within the agreed timescales;
- Use materials which meet industry standards, are fit-for-purpose, long lasting, offer value for money and where appropriate are of the same specification as the materials used in planned works or improvement schemes;
- Closely monitor the effectiveness of Contractors operatives and any sub-contractors working in our properties and provide a quality assurance scheme to monitor and report on the quality of workmanship, materials, fixtures and fittings in accordance with the agreed specification;
- Measure the satisfaction of our customers with the service that we provide.

4.4 Any reported repairs not capable of being clearly identified from the details initially supplied will be referred to a Repairs Inspector or Surveyor for investigation. These repairs will require pre-inspections and an appointment will be offered for this.

## 5. Rights and responsibilities

### 5.1 Tenants

5.1.1 Tenants in general needs accommodation are responsible for carrying out the following themselves:

- Repairs to any damage caused by accident, misuse or neglect, including any damage caused by visitors to the property;
- Repairs to any floor coverings not installed by Newark and Sherwood District Council;
- Any plumbing, electrical and other works not installed by Newark and Sherwood District Council;
- installation of gas cooker;
- Installation of gas meter if not provided.

5.1.2 General needs tenants are also responsible for works such as those listed below, including other minor jobs required to use the property.

- Internal decoration including filling small surface cracks;
- Repair/replacement of sanitary-ware plugs and chains;
- Replacement of toilet seat;
- Replacing light bulbs, fluorescent starters
- Resetting electrical trip switches
- Internal door decoration, handles & latches, fitting or replacing draught excluders;

- Taking action to prevent and control condensation;
- Replacing keys and locks as a result of loss or damage, getting any spare keys cut for your locks. Fitting extra locks and door chains.
- Fitting waste pipes and supply valves to washing machines and dishwashers (that carry water to and from the machine);
- Repair/replacement of wall tiles unless fitted by Newark and Sherwood District Council;
- The repair/replacement of glazing (unless an act of crime and a Police CAD number supplied).
- The repair and replacement of handles and hinges on kitchen cabinet doors;
- Repair/replacement of external door furniture not fitted by NSDC;
- The repair and replacement of garden gates and gate furniture, fences, sheds unless leading to the front of the property or adjacent to a public highway or designated play area.
- Replacing clothes posts, clothes lines or rotary driers, unless you share these with other people.

5.1.3 The type of repairs that Newark and Sherwood District Council will carry out for tenants include repairs to:

- Heating and hot water;
- Extractor or ventilation mechanism (excluding cleaning and removing dust from ventilation grills);
- Electrical wiring, sockets and light fittings (excluding tenants own installations);
- Plumbing inside your home including water tanks, stop valves, taps, sinks, baths and showers (excluding tenants own installations);
- Roofs, outside walls, windows and external doors;
- Drains and gutters;
- Inside walls, floors and ceilings;
- Kitchen units and worktops (not cabinet doors, as above);
- Baths, basins and toilets (not toilet seat);
- One locking mechanism on the front door of the property (normally a Yale lock/snib);

5.1.4 Tenants are responsible for any repairs arising from abuse or misuse of the property, by any household member or visitor to the property.

5.1.5 Where we undertake works for which tenants are responsible we will charge for the work. Our approach in these cases is set out later in this document.

5.1.6 In special circumstances we may have agreed with a tenant that we will make a “gift” of improvements or items left by a previous tenant, which we would not normally supply or maintain. In these circumstances it will be the new tenant’s responsibility to maintain the item. Should it require replacement, and be a

fitting for which the landlord would normally be responsible, we will replace with our standard fitting or item; not that previously “gifted”.

- 5.1.7 We will not be responsible for maintaining any installations fitted by tenants e.g. kitchens, bathrooms, light fittings, flooring. We will not repair or maintain any unauthorised adaptations e.g. removal of walls, installation of partitions, structural alterations e.g. arched doorways. Tenants are responsible for re- instating any such alterations back to the original position.
- 5.1.8 If required we would normally ask the resident to lift any fitted carpets, laminate flooring or similar floor coverings and move furniture to allow access to undertake works and will advise tenants of this in advance where we can reasonably foresee that it might be necessary. The resident is then responsible for refitting it and any costs incurred in most cases.
- 5.1.9 For vulnerable tenants and at the discretion of a NSDC supervisor or manager and subject to signing a disclaimer we would lift and refit floor coverings. In special circumstances we would also apply this policy to furniture and similar items. The disclaimer will make clear that should damage occur to the flooring or other item whilst lifting or refitting NSDC will not accept any liability.

## 52 Communal Areas

- 5.2.1 Newark and Sherwood District Council is responsible for repairs that are necessary to any communal areas such as:
- Stairs;
  - Lifts;
  - Fire alarm systems and emergency lighting;
  - Landings;
  - Door entry systems and security gates (not a gate on an individual dwelling);
  - Communal TV aerials;
  - Communal lighting;
  - Communal drains;
  - Communal windows;
  - External areas such as bin storage areas, fencing and walls (unless to an individual private garden), paving, communal gardens etc.
- 5.2.2 Where tenants or known third parties are found to have caused damage, blockages or repairs being necessary to another property, we will recharge them in line with this policy.
- 5.2.3 We will regularly inspect communal areas and the external areas of estates as part of estate walkabouts with tenants as listed on our website. Any repairs identified will be recorded and carried out in line with our priorities.

## 53 Leaseholders

- 5.3.1 We will undertake repairs to leaseholders' properties where there is a contractual or other legal obligation that we do e.g. NSDC is responsible for maintaining the structure, common parts, and supply of services to each flat.
- 5.3.2 The leaseholder is responsible for all repairs to internal building components (including kitchens) and all services inside the property including pipework and stop valve.
- 5.3.3 Leaseholders are required to pay a proportion of the full cost of repairs and maintenance to the structure and exterior of the block and the common parts as set out in their lease.
- 5.3.4 Leaseholders who would like NSDC to carry out repairs and other essential services for them may also be able to request these and pay for them in advance of works completion.

## 54 New build properties

- 5.4.1 NSDC is increasing its housing stock through the provision of new properties. In most cases, these new properties are covered by a standard developer's defects liability period (DLP), which normally starts from the date of completion. Typically, the defects' liability period is:
- 6-12 months for building repairs (including electrical or mechanical works)
  - 24 months for some special components.
- 5.4.2 Repairs for new properties are reported in the normal manner and Newark and Sherwood District Council will determine whether they fall within the DLP (needed in full) and are to be addressed by the developer, or whether they are progressed via the main partnering contractor in the normal way.
- 5.4.3 Some defects occur after the DLP, but may still be deemed to be design, product failure or workmanship faults. Newark and Sherwood District Council will determine whether these should be pursued as a latent defect via the original developer or to exercise warranties offered by the NHBC (National House Building Council). We will mitigate, the impact on the customer whilst establishing liability and seeking to recover from the relevant party.

## 55 Pests

Tenants have a responsibility to deal with pests in their own properties, in accordance with their tenancy agreement. Tenants can report this to Customer Services who will advise accordingly.

*A. You must not do anything which encourages insects, pests or vermin in either your home or communal areas – this includes bulk storage of foodstuffs, leaving scraps of food out or feeding pigeons.*

*B. You must let us know as soon as you become aware of any infestation of your home or communal area by insects, pests or vermin such as ants, cockroaches, mice or pigeons and allow access for any professional treatment to get rid of them from your home or block*

5.5.1 When tenants report pest problems to us we will recommend appropriate action to them. If they request us to we can arrange for our contractor to carry out the work at their expense.

## **6. Repair priorities and timescales**

6.1 When a repair is reported, we will tell our tenants when they should expect the repair to be completed according to our priority system.

6.2 General repairs are split into two main categories, depending upon the urgency of the work. Each category has a target time limit to complete the job:

- Emergency 24 hours (2 hour response to make safe and prevent danger if required, with additional works completed within 24 hours)
- Normal priority / routine (6 weeks).

### 6.3 Emergency repairs

6.3.1 Repairs which are treated as an emergency are generally those that have serious effects on people or damage to the home. They include, but are not limited to:

- A water leak that cannot be contained;
- Total loss of electricity (other than those which fall to utility supplier);
- Total loss of water supply (other than external mains supply issues which are Severn Trent);
- Fire damage;
- Making safe major structural damage (e.g. storm, accident or flood damage);
- Serious blockages to main drains (or blocked toilet if it is the only one in the property);
- Faulty Showers (Where this is the only means of bathing)
- Repairs to allow access if door entry system is not working;
- Making secure external doors or windows as result of break in or vandalism and where there is a security or injury risk (where an act of crime and a Police CAD number supplied);
- Complete loss of heating in winter (the defined winter period), where no alternative heating is available (NB: emergency action may be provision of temporary heating);
- Stair Lift Faults

- Loss of hot water;
  - Offensive or discriminatory graffiti;
  - Loss of lighting to communal areas;
  - Loss of water or space heating (emergency action may be provision of temporary heating);

64 Our commitment to our tenants is that for this category of repair they will not have to wait more than two hours for an operative to come to their home and make it safe. Making safe is not intended to be a full repair and in many cases, it is necessary to return at a later date to complete the repair.

65 Normal priority / Routine / 6 weeks category

6.5.1 Repairs that fall into the 6 week category are those which may cause inconvenience but are not of an urgent nature and do not pose an immediate risk to a resident's health and safety. This includes but is not limited to:

- Minor leaks and blocked drains and pipes;
- Leaking roofs / minor roof repairs;
- Repairs to outside walls;
- Repairing and replacing kitchen units and worktops;
- Replacing door and window furniture (if there is no safety or security risk);
- Repairs to plasterwork;
- Minor plumbing work and repairing taps;
- Repairing and clearing guttering and down pipes.

6.5.2 Our commitment to our customers is that they will not have to wait more than 30 working days for completion of this type of repair. In most cases, the repair will be carried out well in advance of this. Should a pre-inspection be required, the timescale to carry out this inspection will be included within the 6 weeks target.

66 Other

6.6.1 Additional priority categories with longer timescales are applicable to some types of jobs e.g. playground refurbishment, where 6 weeks is insufficient to specify, order and receive the required equipment and have it installed.

6.6.2 Certain works which require items to be manufactured like doors and windows may take longer to complete and other factors like the requirement to erect scaffolding can add unavoidable delay. Tenants will be informed if this is the case.

67 Vulnerable People

6.7.1 In the context of this policy, vulnerability is defined as:

*'An individual or household needing support to enable them to live independently and to prevent social exclusion. Vulnerability can be on a temporary or long term basis.'*

6.7.2 NSDC recognises that our tenants include individuals and groups who are vulnerable and may need extra consideration and support in the delivery of services.

6.7.3 We will always consider reducing the time taken where possible, for repairs for frail, elderly or disabled customers, particularly for faults like broken heating systems where the tenants' health may quickly be affected if the system is out of action.

6.7.4 Being considered part of a vulnerable group does not automatically give a tenant the right to a higher priority or quicker response to a repair request. This also does not negate any relevant charges as outlined in section 9. Each case will be dealt with on its own merits.

## **7. Who can report a responsive repair and how**

7.1 Tenants may report repairs themselves, or a representative of the tenant can act on their behalf in reporting a repair and arranging access. A representative includes but is not limited to a family member, friend or neighbour.

7.2 Repairs should be reported through the following channels:

- Log on to Newark and Sherwood District Council website to MyNSDC account;
- Or email us [CAS@newark-sherwooddc.gov.uk](mailto:CAS@newark-sherwooddc.gov.uk)
- Call the Contact Centre during office hours and select the option for "report a repair".
- Out of hours, repairs can be reported using the same telephone number, however this is for emergencies only;
- New repairs requests should not be made through social media or via a Councillor.

7.3 When tenants contact us to report a repair, we will:

- Review the repairs history of the property or block / communal area to check it has not been reported already;
- Advise the tenant of the job number of the repair reported
- Confirm whether or not the repair is the responsibility of NSDC;
- If it is the tenant's responsibility but NSDC agree to carry out the repair, we will take payment of the relevant amount;
- Confirm whether the request is to be dealt with as an emergency or normal priority repair;

- 74 Agree a mutually convenient appointment to attend and do the work. Appointments are based on three timeslots, with options of first and last appointment, lunch time and avoidance of “school run”:
- 08:00 – 10:30;
  - 10:30 – 14:30;
  - 14:30 – 16:00.
  - All day appointment
- 75 Tenants are advised at the time of making the appointment that any work required will commence within the agreed timeslot. It should be noted that this does not mean it will be completed within the timeslot. Some types of work may require more than one visit.
- 7.5.1 Appointments for repairs to communal areas may be “all day” appointments, however if a tenant or leaseholder wishes to meet a repairs inspector or surveyor on site, all reasonable effort will be made to arrange this.
- 76 Where a pre-inspection is required, an appointment will be agreed with the resident when the repair is reported.
- 77 The efficient operation of our Customer Service Team requires that we minimise calls from our tenants chasing progress reports and updates. Our policy is to keep tenants informed about what is happening, and to do this in a convenient and efficient way, through MyNSDC
- 78 We will always try to fully complete the repair on the first visit and give clear advice to the resident about what will happen next if a second visit is needed.
- 79 When at a property and a tenant reports an additional repair, or if the operative identifies other work that needs attention, the operative can undertake this additional work if it does not conflict with attendance at the next appointment.
- 7.10 If the operative is unable to carry out the additional repair, they will ask you to call the Customer Services Team to report the repair, this is the most effective method as the repairs is logged on the repairs system and appointment can be offered immediately.

## **8. Out of Hours**

- 8.1 Only emergency repairs will normally be undertaken out of hours. The work will be limited to making the problem safe and returning to complete during normal working hours. However, in some circumstances completing the make-safe works will result in completion of the entire job, or, it will be cost efficient to complete the job while on site rather than return for a further visit, in which case the repair will be completed at the discretion of the operative.
- 82 If a tenant uses the service for a problem which is not a genuine emergency or is

the result of misuse then the cost of the call-out will be recharged. If the tenant is not at home when the contractor calls then the costs will also be recharged and the work request may be cancelled.

## **9. Chargeable Repairs - fees and charges procedure**

- 9.1 Where a tenant is responsible for damage or disrepair to their property we may still carry out the repair works provided the tenant makes payment of the relevant fee. It may be possible to set up a Payment plan. This will be down to case by case basis and individual circumstances.
- 9.2 Generally we will require payment up front, before the work is carried out. Payment can be made by debit or credit card using the automated payments line at the time of logging the repair. The call handler will record all the details of the repair, confirm the amount to be paid, then transfer the caller to the automated payments line. After confirmation that payment is received successfully, the job will be passed to the contractor.
- 9.3 There may occasionally be very exceptional cases where the cost of a chargeable repair may be waived, however there is no automatic right to for waiving costs for any specific category of service users and exceptions will be considered individually on merit.
- 9.4 Chargeable repairs costs will be based on our Schedule of Rates + 20% admin. A list of standard Schedule of Rates repairs will be available for indicative costs.
- 9.5 Where a chargeable repair is not a standard cost e.g. misuse/abuse, Newark and Sherwood District Council will charge the actual costs to the tenant.
- 9.6 A tenant will always have the option to carry out the works themselves using their own contractor which need to be approved for the task in hand, where the works are of a specialist nature.
- 9.7 For Leaseholders, a range of services will be available, including gas servicing and block shut-downs.
- 9.8 We only ever charge tenants what it would cost NSDC or less in some circumstances.

## **10. Missed appointments**

- 10.1 Missed appointments cost time and money and we will take all reasonable steps to minimise missed appointments and to keep tenants informed throughout the repairs process to assist in this.
- 10.2 Any missed appointments by our operatives/contractors will be investigated. Compensation may be payable and will be awarded on a case by case basis.

103 On the first occasion a tenant misses an appointment, it will be rearranged. If missed on a second occasion, the repair request will be cancelled and the tenant advised. The only exception to this will be where it involves health and safety issues. If the tenant misses any appointment, we reserve the right to recharge the cost.

## **11. Access**

11.1 Where tenants refuse access for an essential repair we will endeavour to work with tenants to gain access. We will use appropriate legal methods to ensure the completion of all necessary work if needed.

11.2 Where there is a leak causing damage or other emergency and access cannot be gained, the emergency access procedure is employed. The Tenancy Officer and tradesperson will gain access, make safe or isolate the cause, and secure the property. This applies to tenants and leaseholders alike and may result in charges being applied if the tenant is found at fault and an invoice issued.

## **12. Monitoring work and measuring customer satisfaction**

12.1 We record and monitor a range of financial and performance indicators in order to assess and improve the performance of the repairs service.

12.2 A sample of customers will be contacted by an organisation independent of NSDC by telephone to carry out a customer satisfaction survey following their repair. Levels of satisfaction will be measured and analysed.

12.3 NSDC will aim to carry out post-inspections of 10 percent across all jobs, as part of a focussed post-inspection programme. This proportion will increase or decrease depending on category and the results of inspections will be measured and analysed. We will involve tenants' representatives in monitoring the performance of the repairs service.

## **13. When things go wrong**

### **13.1 Complaints**

13.1.1 If a resident is dissatisfied with the service they have received in relation to a repair, the matter will be dealt with in accordance with NSDC Complaints Policy. Details can be found on our website.

13.1.2 Tenants may also be eligible for compensation under Right to Repair or a claim of disrepair.

## 132 Right to Repair

- 13.2.1 The Right to Repair scheme gives a tenant the right to request another contractor and to claim compensation if certain small urgent (“qualifying”) repairs valued at less than £250 are not carried out within prescribed time limits. This right is granted to secure tenants of local housing authorities and NSDC will also provide this service to tenants.
- 13.2.2 Qualifying repairs under the Right to Repair Scheme 1994 will be carried out within the timescales as set out in Appendix 1. Should these timescales not be met, NSDC will be liable to pay compensation to the tenant at the prescribed rate (current level of £10 plus £2 per day) for every full or part day that the repair remains outstanding, after the end of the second prescribed period to a maximum of £50.
- 13.2.3 The Right to Repair Scheme involving compensation only applies if works are not carried out within the timescales specified and the following qualification criteria are met:
- The repair must be an emergency or urgent repair that affects the tenant’s health, safety or security;
  - NSDC must be responsible for the repair;
  - The repair must cost less than £250.
- 13.2.4 If when reported the repair is not carried out within the initial timescale the resident can request that another contractor carries out the works. If the works are then not completed within the second specified period the resident may request compensation.
- 13.2.5 NSDC will only meet claims for compensation where tenants have followed the appropriate repairs reporting and notification procedure.
- 13.2.6 There is no compensation payable for Right to Repair if:-
- The repair was as a result of damage caused by the tenant;
  - The tenant had not informed NSDC that the repair was needed;
  - The tenant did not allow access to complete the repair or missed the appointment;
  - Access could not be gained for health and safety reasons.

## 133 Disrepair

- 13.3.1 Disrepair Claims will be dealt with in accordance with NSDC Disrepair Policy. All cases in which a solicitor or private individual contacts the council, will be pursued in line with the Housing Disrepair Protocol
- 13.3.2 The aim of this policy is to provide a clear framework dealing with housing disrepair and injury claims arising from allegations of disrepair and defective premises claims. The policy is based on complying with the Housing Disrepair Protocol but will look to have much tighter timescales.

13.3.3 Where a legal representative is required by a resident to pursue a Disrepair claim, they are required to engage one themselves.

#### 134 Insurance

13.4.1 Claims for damage to tenants or other third party possessions will only be considered where NSDC could have reasonably foreseen the need for repair and failed to take action or where there is a clear legal liability.

13.4.2 In other circumstances it is the responsibility of the tenant to make a claim under their home contents insurance. For this and other reasons we will encourage all tenants to obtain home contents insurance.

13.4.3 In the event of internal damage, Leaseholders are required to contact their insurance provider in the first instance.

### **14. Major repairs**

14.1 There will be some situations where works identified as a result of a responsive repair request are extensive and it is not appropriate to undertake the complete works as an unplanned responsive repair.

14.2 Where such repairs are due to be covered by an imminent cyclical or planned maintenance programme, the resident will be informed of this and the repair postponed until that date. In some cases a temporary repair may be needed due to its nature.

14.3 However where repairs are considered urgent because they pose a significant risk to occupants, or where vulnerable tenants are involved, it may be necessary to consider bringing the works forward. This decision will be taken by the relevant Director.

### **15. Minimising the level of demand**

15.1 Our Asset Management Strategy aims to minimise the level of responsive repairs in favour of carrying out repairs on a planned basis in order to achieve greater value for money. In support of this aim, the responsive repair policy is to:

- Undertake non-urgent work as planned maintenance where there is an agreed programme in the near future;
- Keep tenants informed of progress with such programmes;
- Batch together non-urgent responsive repairs where possible;
- Ensure that tenants are aware of their responsibilities for maintaining their home, publish material regarding this and provide advice and education to undertake simple repairs for themselves;
- Collect sufficient data about the nature of responsive repairs so that we can analyse trends and identify any pattern of component failure.
- To update & maintain an Asset Data System.

## **16. Health and safety**

- 161 We will ensure that all works are undertaken in a manner that complies with health and safety legislation, relevant guidance and good practice in the interests of our tenant, operatives and contractors.
- 162 We will implement appropriate systems to ensure that Contractors and any sub-contractors they use are suitably qualified, informed and equipped to deal safely with works that they are required to undertake.
- 163 We will ensure that our property does not cause a danger to neighbours, members of the public or trespassers, and we will take reasonable steps to prevent accidents from occurring.
- 164 Where NSDC is aware of any warnings about the occupants of any property who may pose a risk to our employees or contractors, we will share this information securely with relevant individuals.

## **17. Equality and diversity**

- 17.1 We will ensure that all tenants are treated fairly and consistently, to minimise the potential for discriminatory decisions or behaviour, and will undertake all repair work in accordance with our Equality and Diversity Policy.
- 17.2 We will collect information about responsive repairs and link this to other data about our resident profile in order to ensure that the service we provide does not disadvantage particular groups.

## **18. Review and dissemination**

- 18.1 NSDC will consult tenants on service standards and delivery and ensure that information is publicised regarding these policies and standards in a manner that is accessible to all tenants.
- 18.2 The repair service will be subject to regular review to ensure continuous improvement in the quality, efficiency and effectiveness of the service.
- 18.3 We will undertake regular reviews of this policy, procedures related to it and staff training needs, to ensure that we continue to operate best practice and that service improvements are implemented. Reviews will take place at intervals of not more than 2 years.

## **Appendix 1a – Qualifying repairs under the ‘Right to Repair Scheme 1994’**

### **Length of time to carry out qualifying repairs**

The 'qualifying' repairs and the 'prescribed' timescales are set out by the legislation. The period varies according to the type of repair. The repairs and time-scales are listed below.

### **Normal response times – the 'prescribed period'**

The prescribed period starts on the first working day following the request. For example, where a qualifying repair with a response time of seven days is ordered on a Monday, Newark and Sherwood District Council (NSDC) has until the following Monday to complete it.

If NSDC needs to carry out a pre-inspection to determine a qualifying repair, the prescribed period begins the first working day after the repair request has been issued.

### **What happens if the repair is not completed on time?**

If a repair is not completed within the prescribed timescales you must contact NSDC and request that a secondary contractor is appointed to complete the repair (see list below of exemptions where Right to Repair does not apply).

The second contractor has the same timescales as the first to complete the repair.

### **Exemption from Right to Repair**

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

- If you have told us that you no longer want the repair
- Where the repair exceeds £250
- Where you have failed to provide details for the contractor to gain access to your home
- Where you have failed to provide access for the contractor
- Where the contractor needs to order specialist materials to complete the repair
- When severe weather conditions prevent the contractor from completing the repair

### **Compensation**

If the second contractor does not complete the work by the end of the second prescribed period, you may be able to claim compensation. The compensation is fixed by the legislation at £10, plus £2 for every day that the repair is not finished, up to a limit of £50.

## Appendix 1b – Qualifying repairs under the ‘Right to Repair Scheme 1994’

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

## Appendix 2 – Quick reference guide for Tenants - who is responsible?

Repair description	Responsibility	
	NSD C	Tenant
The structure and outside of your home including, roof, outside walls, painting, stairs, gutters, drainage and pipes. windows and external doors	✓	
heating and hot water, including communal heating and boosted water	✓	
extractor or ventilation mechanism (excluding cleaning and removing dust from ventilation grills)	✓	
electrical wiring, sockets and light fittings (excluding tenants own installations)	✓	
plumbing inside your home including water tanks, stop valves, taps, sinks, baths and showers (excluding tenants own installations)	✓	
inside walls, floors and ceilings	✓	
kitchen units and worktops (not cabinet doors, as above)	✓	
baths, basins and toilets (not toilet seat)	✓	
one locking mechanism on the front door of the property (normally a Yale lock/snib)	✓	
Communal areas, such as lifts, stairwells, lighting, alarm systems, door entry systems, communal TV aerials, external drains, communal windows, bin storage areas	✓	
Clearing blockages to sinks, basins and baths	✓	
Floor covering in kitchen, bathroom and WC	✓	
All other floor covering		✓
Taking action to prevent and control condensation.		✓
Keeping decorations and plasterwork in good condition, wallpapering and painting walls, ceilings and doors, filling small surface cracks		✓
Replacing clothes posts, clothes lines or rotary driers, unless you share these with other people.		✓
The repair and replacement of garden gates and gate furniture, fences, paths, sheds unless leading to the front of the property or adjacent to a public highway or designated play area		✓
Repair/replacement of external door furniture not fitted by NSDC		✓
Replacing keys and locks as a result of loss or damage, Getting any spare keys cut for your locks. Fitting extra locks and door chains.		✓
Floor coverings.		✓
Repair/replacement of sanitary-ware plugs and chains, toilet seats, shower hoses and shower curtains		✓
Cleaning grease from extractor fans, removing dust from ventilation grilles.		✓
Replacing light bulbs, fluorescent starters and resetting trip switches		✓
Repairing any fittings you have installed yourself, such as shelves or boxing around pipes.		✓
Keeping your home clean		✓
Fitting waste pipes and supply valves to washing machines and dishwashers (that carry water to and from the machine)		✓
The repair/replacement of handles and hinges on kitchen cabinet doors		✓
Repair/replacement of wall tiles unless fitted by Newark and Sherwood District Council		✓
The repair/replacement of glazing (unless a Police CAD number supplied)		✓
Internal door handles and latches , including stopping inside doors, decoration or scraping and fitting or replacing draught excluders		✓

### Appendix 3 – Quick reference guide – Emergencies and non-emergencies

Repair description	Emergency priority - E	Normal priority - N
A water leak that cannot be contained	✓	
Total loss of electricity (other than utility supplier responsibilities)	✓	
Total loss of water supply (other than external mains supply issues which are Thames Water)	✓	
Fire damage	✓	
Making safe major structural damage (e.g. storm, accident or flood damage)	✓	
Serious blockages to main drains (or blocked toilet if it is the only one in the property)	✓	
Repairs to allow access if door entry system is not working	✓	
Making secure external doors or windows as result of break in or vandalism and where there is a security or injury risk (where an act of crime and a Police CAD number supplied)	✓	
Complete loss of heating in winter, where no alternative heating is available (NB: emergency action may be provision of temporary heating)	✓	
Loss of hot water	✓	
Offensive or discriminatory graffiti	✓	
Loss of lighting to communal areas	✓	
Loss of water or space heating (emergency action may be provision of temporary heating);	✓	
Minor leaks and blocked drains and pipes		✓
Faulty electrical fittings and minor electrical faults	✓	
Leaking roofs / minor roof repairs		✓
Repairs to outside walls		✓
Repairing and replacing kitchen units and worktops		✓
Replacing door and window furniture (if there is no safety or security risk)		✓
Repairs to plasterwork		✓
Minor plumbing work and repairing taps		✓
Repairing and clearing guttering and down pipes		✓