

## Repairs and Maintenance Policy

Responsible Officer	Ian Johnson, Director of Property Services
This policy is applicable to	Karbon Homes Group/YHA
Approved by	KMT
Date approved	
Frequency of review	Every 3 years
Date of next review	June 2024
Implementation date	July 2021
Key related documents (policy, procedure, customer literature)	Repairs and Maintenance Procedure guide and appendices. Rechargeable Repairs Policy and associated documents. Karbon Homes Tenants' Handbook.
Sources of best practice or guidance used in developing this policy	Please see section 7.

<b>Version control</b>			
Version number	2	Author of Amended Policy	Jonathan Fletcher
Equality Impact Analysis	Initial/Full	Equality Analysis Date	May 2021
Privacy Impact Analysis	Initial/Full	Privacy Analysis Date	May 2021

<b>Document change history</b>		
Version	Date	Changed sections
2	May 2021	Entire document reviewed and updated as part of review process

<b>Consultation</b>	
Consultation Group (if applicable)	Date of Consultation (if applicable)
Staff	April and May 2021
Union(s)	Not applicable
Customers	Strategic Resident Group
Human Resources / Organisation Development	Not applicable
Health and Safety Working Group	Not applicable
Other stakeholder (please state)	Not applicable

## Policy statement

This policy discusses our repairs and maintenance services, highlighting our objectives and what customers can expect from us.

## Risk policy is designed to control

Ensures we meet and exceed regulatory and legislative requirements relating to our repairs and maintenance services.

## Key performance measures

Ratio of responsive repairs spend to planned maintenance	
Percentage of repair appointments made and kept	
Percentage of emergency works completed on time	
Percentage of responsive repairs completed on time	
Percentage of customers fairly or very satisfied with repairs service overall	
Valid Landlord's Gas Safety Report	
Valid Solid Fuel, Oil Safety and Biomass Check	
Each property has an Electrical Inspection Condition Report every five years	
Asbestos Management Surveys Completed (Communal)	
Average cost of responsive repairs	

## Definitions

**Emergency Repairs** - An emergency is defined as something which could cause, or lead to danger to someone's health or safety, or cause, or lead to serious damage and destruction to property, e.g. no heating and hot water, burst pipe or leaks, etc.

**Standard Repairs** – Standard repairs are those that cannot be defined as an emergency and are of a routine nature, e.g. non emergency plumbing works where a leak is contained, easing internal doors, refixing kitchen cupboard doors, etc.

**Major Repairs** – Major repairs are generally disruptive or intrusive pieces of work that require careful planning and consideration of our customers' requirements prior to works commencing, e.g. damp proofing works, full room plastering, repairing/replacing large fences, major component replacement, etc.

## Abbreviations

Not applicable.

## 1.0 Purpose of policy

This policy outlines our aims in relation to our repairs and maintenance services and also sets out a range of general principles, plus standards of service that customers can expect from us.

## 2.0 Objectives

We are committed to providing customers with a high-quality repairs service which gives value for money and is delivered in a supportive and professional manner.

The key objectives of our repairs and maintenance policy are:

- To provide a high quality responsive repairs service to customers, ensuring that Value for Money is achieved.
- To carry out repairs within our published timescales.
- To meet our statutory and regulatory obligations, ensuring customers are kept safe in their homes.
- To plan and programme repairs to ensure that homes are maintained in good condition.
- To provide an out of hours emergency repairs service every day of the year for reporting and attending to emergency repairs.
- To remind customers that they have rights such as our Right to Repair Scheme and their Right to Compensation for Improvements.

We will achieve these objectives by:

- We will undertake quality control checks on compliance related activity i.e. gas and electric servicing and repairs.
- Coordinating satisfaction surveys relating to our repairs and maintenance services and analysing the results.
- Using customer feedback to continually improve our services.
- Monitoring our performance to ensure that we are meeting our repair targets and report this to internal and external customers.
- Undertaking regular surveys of our stock to ensure the information we hold is accurate so that we can plan for future investment in our homes. We aim to undertake stock conditions surveys of all our stock on a 5 year cycle in line with best practice.
- Using contractors who are committed to meeting our standards and monitoring their performance on a regular basis.

- Refurbishing our homes during the empty homes process in-line with the Karbon lettable standard prior to a new customer moving in.

### **3.0 Policy detail**

#### **3.1 Service Standards**

Customers can report repairs in person at our offices, by telephone, by email, by letter, via the customer portal MyKarbon or via our website. Out of hours emergency repairs can be reported by telephone.

Further details of the methods available are on our website and in residents' newsletters.

Response times can be identified for each category of repair for Karbon and YHA in appendix 1.

If our records show that a customer is vulnerable or they inform us of a vulnerability, we will make reasonable adjustments to our service delivery.

We will publish the repairs which are the responsibility of tenants on our website. It is also the tenants responsibility to report repairs in a timely manner to prevent unnecessary damage or deterioration of our properties.

We will complete repairs at a time which is mutually convenient to the customer and Karbon Homes. We will offer a service between the hours of 8am to 6pm, Monday to Friday providing a range of appointment days and times.

Damage that has been caused by a customer may be rechargeable (please refer to our Rechargeable Repairs Policy).

If we are unable to gain access to the property to carry out the work following an appointment having been made with the customer, we will leave a card advising that the job has been cancelled and the customer should contact us to arrange another appointment.

#### **3.2 Fixed floor and wall coverings**

Written permission must be obtained from Karbon Homes for customers who request to install fixed floor or wall coverings, e.g. laminate flooring or wall cladding. Where customers have received permission they are responsible for obtaining the correct levels of noise insulation, contents insurance cover and for removing them for works which we deem to be essential. If during repair works we have to remove fixed floor or wall coverings, we may recover the costs of removal from residents who have installed them. At the end of the tenancy, customers may be asked to remove fixed floor or wall coverings, at their cost and make good the property to its original condition.

#### **3.3 Communal parts**

We will keep all communal areas and equipment in good repair including:

- Common entrances, halls and passageways.
- Stairways and lifts.
- Lighting and security systems.

We will keep the exterior of buildings and any common parts in a good state of decoration. For details on charges associated with repairs to communal parts, leaseholders and section 20 of the Landlord and Tenant act 1985 please refer to our Leasehold Management policy.

### 3.4 Defects

We may sometimes refer to a Defects Liability Period. This relates to planned maintenance and new build development contracts only.

The Defects Liability Period often lasts for 12 months although can last up to 24 months (or 6 months for minor works contracts) and commences at Practical Completion of a project. During this period the Contractor/housebuilder who carried out the work remains responsible for the rectification of emergency and standard defect related repairs.

All contractors employed by Karbon Homes Group (including Prince Bishops Homes and York Housing Association) should attend to all notified defects in a timely and efficient manner.

All Housebuilders from which Karbon Homes Group (including York Housing Association) acquires 'off the shelf' homes should attend to all notified defects within such properties in a timely and efficient manner.

All defect related repairs need to be reported to either Karbon Homes or York Housing Association as appropriate.

### 3.5 Planned maintenance

We will undertake planned programmes of work to replace or renew major items in homes such as kitchens and windows as they come to the end of their expected, useful life. We will wherever practical offer a choice of replacement items from our approved list.

We will undertake consultation with customers in advance of the works and wherever possible undertake work at dates and times which are mutually convenient to the customer and Karbon Homes.

More details of this work can be found within our Planned Maintenance policy.

### 3.6 Rights (Statutory and contractual)

Most customers have rights relating to repairs, including the following:

Under the **Right to Repair** scheme we must pay compensation if qualifying repairs (see appendix 2) are not completed within set timescales. We will give customers full details of the Right to Repair upon request.

Upon terminating their tenancy customers may have a **right to claim compensation for any qualifying improvements** made to their homes. We will inform the customer that any compensation given at the end of the tenancy will allow for depreciation – i.e. it will be less than the customer paid for the work.

Please refer to our *Compensation and Goodwill Payments Policy* for further information on how these schemes operate.

### **3.7 What happens if a customer wants to make improvements to their home?**

We may enable customers to undertake improvement work to their homes subject to them obtaining prior written approval from us. A customer must write to us (letter, email, website or MyKarbon) asking for our consent. A customer must provide a detailed description of the intended works.

Only when we have given our consent (in writing) and the customer has provided copies of any necessary approvals can the improvement work be undertaken.

On completion of the agreed work, Karbon Homes may request to inspect the work to ensure it fully complies with what was agreed, has been carried out safely, and in a way that complies with good practice, and to the Karbon standard of quality.

Karbon will also require copies of all compliance related documents such as Electrical Installation etc.

Future maintenance of all agreed improvements is usually the responsibility of the customer. However, we will comply with all legislative and regulatory requirements regarding repairs and maintenance. Customers may be recharged if Karbon Homes has to undertake any work associated with the failure of improvement works.

We reserve the right to decline certain applications for improvements, including where the improvements would be:

- Out of keeping with the rest of the dwelling or scheme.
- Will make the property difficult to let in future.
- Will be unsuitable for possible future occupants.
- Is one that we expect to be in a position to make within a reasonable time (no more than 12 months – such as planned maintenance programmes).
- Where replacing like for like and is not a genuine improvement.

A customer may be recharged for any unauthorised improvements or alterations identified during or at the end of their tenancy. Please refer to our *Rechargeable Repairs Policy*.

### **3.8 Right to Buy, Preserved Right to Buy, Right to Acquire and Repairs**

After a tenant has submitted a Right to Buy, Preserved Right to Buy or Right to Acquire application we will usually only complete emergency repairs to ensure that a building is safe, wind and water tight.

We will complete any qualifying repair under Right to Repair legislation (see appendix 2).

We will undertake gas servicing to comply with the Gas Safety Regulations 1998.

If a tenant is a potential leaseholder we will undertake planned external works but not internal improvements. A proportion of the costs of these works may be taken into account when the property is valued.

If a tenant completes the purchase and becomes a leaseholder, we will only be responsible for the repairs stipulated in the lease.

If a tenant becomes a freeholder we will not carry out planned external works or internal improvements.

If a tenant withdraws their Right to Buy, Preserved Right to Buy or Right to Acquire application after a planned maintenance project has started it may not be possible to include the home in these works. The home may need to be included in a later project as a 'one off'. If, after planned maintenance works are completed and the tenant then reapplies for Right to Buy, Preserved Right to Buy or Right to Acquire, the works will have changed the value of the property and another valuation will be required.

#### **4.0 Customer Vulnerabilities**

This policy is applied in line with Our Approach To Vulnerability Policy. Everyone matters. We want people to be treated fairly, have equality of opportunities, freedom, respect, and access to our services. We will offer support, reasonable adjustments, and adaptations to remove barriers. We will discuss with our customers what is reasonable and appropriate. In delivering this service we may need to escalate a particular case – if we do then customer vulnerabilities will be considered as part of the decision-making process.

We will support people with vulnerabilities to deliver this service. We will work alongside external agencies such as social services, the police and fire services and other appropriate agencies to help and support people with vulnerabilities in the delivery of our services but also to ensure we meet our statutory and regulatory requirements as a social landlord. Details are provided in the appropriate areas in this policy. All our customer policies are available on the website.

#### **5.0 Monitoring and Review**

This policy will be reviewed at least every 3 years. The review will be brought forward if needed due to changes in legislation or regulatory requirements.

Ian Johnson, Director of Property Services is responsible for the monitoring and review of this policy.

#### **6.0 Equality and Diversity**

This policy is applied in line with Karbon's Equality and Diversity Policy and the associated legislation including the Public Sector Equality Duty and Equality Act 2010. At Karbon we aim to eliminate discrimination, promote equality of opportunity, foster good relations and define the nine protected characteristics of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

However, we like to go even further. Beyond these protected characteristics we also take into consideration additional factors such as socio-economic status and language barriers which may also play a part. Our vision is for everyone to be treated fairly, have equality of opportunities, freedom, respect and access to our services.

To help us achieve this, we will work to improve accessibility for all, offering reasonable adjustments, adaptations and discussing ways that we can work to remove any barriers. A reasonable adjustment involves making a change to the way that we usually do things.

All of our customer policies and key information are made available on the Karbon Homes website. These platforms have an easy to use assistive tool that supports accessibility to our information. This includes translation, audio, changes to the size of text, ruler and screen mask. We also aim to make our information and services more accessible by using plain English in our communication and offering sign language and language interpreters where required.

We work together to look at options and agree what adjustments would be reasonable in your individual circumstances. If you would like to find out more please get in touch with the team.

## **7.0 Data Protection and Privacy**

We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the UK General Data Protection Regulation, the Data Protection Act 2018 and other associated legislation. This is clearly set out in the Data Protection Policy for the Karbon Homes Group which, along with its associated procedures, must be followed throughout the operation of this policy/procedure.

## **8.0 References**

- Regulatory Standards – Reference to repairs and maintenance can be found within the standards, especially within both the Home, plus Tenant Involvement and Empowerment Standards. We comply with all required outcomes, specific expectations and all other regulatory requirements.
- Landlord & Tenant Act 1985
- Housing Act 2004
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Defective Premises Act 1972
- Commonhold & Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Management of Health and Safety at Work Regulations 1999
- Building Regulations Act 1984
- Health and Safety at Work Act 1974
- Housing Health and Safety Rating System 2006
- Equality Act 2010
- The Regulatory Framework for Social Housing in England.
- 2006 Decent Homes Standard.



## Appendix 1 – Karbon & YHA repair response timescales

Below are the repair categories for Karbon Homes and York Housing Association, along with the respective timescales for each category.

KH categorises its responsive repairs as the following:

<b>Category</b>	<b>Timescale</b>
Emergency	Within 24 hours
Standard	20 working days
Major	60 working days

YHA categorises its responsive repairs as the following:

<b>Category</b>	<b>Timescale</b>
Emergency	Within 24 hours
Urgent	5 working days
Essential	14 working days
Standard	30 working days

## Appendix 2 – List of qualifying repairs

The qualifying repairs under the Right to Repair legislation:

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