

## Repairs and Maintenance Policy

### 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 and responsive 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.
- 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.
- 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.
- Using contractors who are committed to meeting our standards and monitoring their performance on a regular basis.

### **3.0 Policy detail**

#### **3.1 Service Standards**

Customers can report repairs in person at our offices, by telephone, by email, by letter, or via our website.

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

Emergency Repairs - We will complete or make safe emergency repairs **within 24 hours**.

Standard Repairs – We will complete these repairs within **20 working days**.

Major Repairs – We will complete these repairs within **60 working days**.

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

We will publish the repairs which are the responsibility of tenants on our websites.

We will complete repairs at a time which is mutually convenient to the customer and Karbon Homes.

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. 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 agreement, 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:

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- 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.

### **3.4 Defects**

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

The Defects Liability Period lasts for up to 24 months (or 6 months for minor works contracts) and commences at handover or Practical Completion of a project. During this period the Contractor who carried out the work remains responsible for the rectification of defects.

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

All repairs and defects need to be reported to Karbon Homes.

### **3.5 Cyclical (preventative) maintenance and servicing**

We will undertake servicing and cyclical maintenance on a regular basis to keep homes safe and in a good state of repair. Every year we will carry out a maintenance service and safety check to gas, oil and solid fuel systems and appliances, lifts and fire alarms.

Under the Gas Safety Regulations 1998, all landlords must make sure that gas appliances are serviced each year and gas carrying pipework is safety checked. We are responsible for the following:

- Making sure gas appliances and flues are maintained in a safe condition.
- Making sure yearly maintenance and safety checks are carried out on or before the 12 month anniversary of the last gas service.
- Making sure we keep records and issue these to our tenants.
- Making sure all safety checks are carried out by a Gas Safe registered installer.
- Customers are requested to engage with Karbon Homes to ensure access is obtained to carry out all servicing and compliance related works

### **3.6 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.

### 3.7 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 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.*

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

We will 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) 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).
- 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.

### **3.10 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 repairs to ensure that a building is wind and water tight.

We will complete any qualifying repair under Right to Repair legislation.

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 is a potential 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 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.

## **5.0 Equality and Diversity**

This policy is implemented in line with the Group's Equality and Diversity Policy and associated legislation. Consideration will be given to all protected characteristics under the Equality Act 2010 to eliminate discrimination, advance equality of opportunity and foster good relations.

This policy and associated documents are available in different languages and alternative formats where necessary.

## **6.0 Data Protection and Privacy**

We have a clear policy on data protection and sharing data with other partners/outside agencies under the requirements of the Data Protection Act 1998. This is clearly set out in our Data Management Policy which, along with the supporting Data Management Guidelines, must be followed throughout the operation of this policy.

## 7.0 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.