Housing Repairs Policy

1. Introduction

1.1 We recognise that the quality of our repairs service has a direct impact on the quality of life of our residents, affecting both health and well-being. We want to make sure that the effect is positive and that our repairs services are easy to use and worthy of our resident's trust.

1.2 This Housing Repairs policy sets out what our tenants and leaseholders can expect from our responsive repairs services. It incorporates the expectations of the Regulator of Social Housing with regards to property repairs and seeks to ensure that our homes are well maintained, contributing to the provision of a safe and healthy living environment.

1.3 This policy outlines the Council's approach to managing repairs. It reflects the importance of recent legislation, government guidance and the raised importance of the effective management of damp, mould and disrepair.

2. Policy aims and objectives

2.1 We aim to provide all our tenants with a safe, warm and secure home that is well maintained.

2.2 We understand how important this service is to our residents and we are striving to make improvements to achieve the following aims and objectives:

Managing repairs services

- To keep residents at the centre of everything we do and be treated with empathy and respect by all staff and contractors involved in delivering our repairs services.
- To invest in, and manage, our properties to ensure our homes meet all statutory, regulatory and contractual obligations.
- To maintain fit for purpose asset management data and hold comprehensive, accurate, and up-to-date information on our homes.
- To hold current and historical repairs information through our contractors and housing management systems to provides an accurate and clear record of our work and decisions.
- To share summary repairs performance information with our Resident Panel and other resident groups as agreed.
- To confirm appointments via an automated appointment reminder system the day before attending a visit.

- To work closely with our contractors to ensure that we co-ordinate visits to minimise disruption whenever possible.
- To work closely and collaboratively with our contractors to ensure they are meeting and wherever possible exceeding our performance targets. This will include targeting completion of urgent jobs by day 5 of the 7 day agreed timescale.
- Drive a first-time fix approach for all repair where possible and actively monitor this through our service performance framework.
- To share details of the local staff managing and delivering repairs services with our residents.
- To listen to feedback from our residents aim to continuously improve our repairs service.

Quality

- To apply rigorous contract, relationship, risk, cost and performance management to the operation of our contracts and the overall repairs service.
- To use repair post inspections, estate inspections, resident satisfaction surveys and photographs of completed works to monitor and improve performance.
- To make first-time fixes wherever possible.
- To provide residents with regular updates where a repair requires multiple trades, repeat visits or case management.
- To call contractors back when works are not completed or do not meet the required quality standard.
- To ensure that all repairs are by pre-arranged appointment with no unannounced visits.
- To set out clear requirements for all operatives before they can record an appointment as missed and analyse data on missed appointments.
- To analyse repairs data to identify problems and delivery trends and make changes to ensure that the service is always improving.
- To ensure we keep and retain records of each visit and share appropriate information with contractors whenever appropriate.
- To ensure innovation is an integral part of the improvement process.
- To listen to and learn from feedback from the Housing Ombudsman, Social Housing Regulator and other regulatory authorities.

3. Scope

3.1 The policy only covers homes owned and managed by Westminster City Council.

3.2 The policy is restricted to the Council's tenants and leaseholders (residents). People who are not council tenants or leaseholders are outside of the scope of this policy.

3.3 The active maintenance element of the policy is only relevant to buildings in scope. The reactive repair element of the policy is relevant to all buildings under Council management.

4. Definitions

- **Landlord (or social landlord)** for the purpose of this policy the landlord is Westminster City Council
- **Residents** for the purpose of this policy are Westminster City Council tenants and leaseholders only.
- **Vulnerable (or vulnerability)** a resident who has characteristics that mean they are less able to cope with a situation which may impact on their health, safety, or wellbeing, and have an increased need for support.

5. Repairs policy commitments and principles

5.1 Repair Priorities

5.1.1 We give every repair job a target date for completion using the following categories. This helps us to manage all responsive repairs effectively.

Job category	Timescale	Definition
Immediate	**24 hours** – attend within two hours and make safe within 24 hours	Issues which pose an immediate health and safety risk such as total loss of electric power
Urgent	**1 to 7 days** – attend within one week to undertake repair.	Works that do not pose an immediate threat or safety risk but negatively impact on an occupant's access to utilities or need repair such as blocked sink, bath or basin
Right To Repair	**1 to 7 days** – attend and complete work in line with Right To Repair legislation	See below
Non-urgent (or routine)	**Up to 28 days** – attend and complete work within 28 working days	Work that poses no threat to occupants and may require more substantial repairs
Complex and multi-trade repairs	**Up to 50 days** – attend and complete within a total of 50 working days.	This is reserved for more substantial works and those that may require multiple trades, specialist materials and visits. Where work is required within a home residents will be kept informed of progress throughout.

5.2 Qualifying repairs under the Right to Repair scheme for secure tenants

5.2.1 The Government has listed 20 common repairs under its Right to Repair scheme and set a period of working days in which they must be completed. To meet the requirements of the Right to Repair scheme the repairs must cost under £250 and not be caused by misuse.

5.2.2 If we do not complete a qualifying repair within the prescribed period, tenants have the right to ask the Council to get a second contractor. If the work is not completed in the second prescribed period, tenants may be entitled to compensation.

5.2.3 If an inspection is needed, the Council is allowed extra time. If the inspection identifies the need for more extensive works costing more than £250, this is no longer covered under the Right to Repair and tenants will be given more details on the target time for completion.

Repair type	Response time (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
Heating or hot water not working between 1 November and 30 April	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7

5.4 Customer care and technology

5.4.1 All contractors must abide by the Council's customer service standards.

5.4.2 Our contractors attend all repair priorities between 08:00 – 17:00 Monday to Friday. Our contractors also attend immediate repairs outside of these hours.

5.4.3 We provide clear and accessible information for our residents about repair responsibilities and how the service works. This is set out in our Tenants Handbook, Lessee Handbook and on the Council's website. We may recharge residents for repairs that are not our responsibility or are the result of damage caused by unreasonable behaviour.

5.4.4 We aim to maximise digital opportunities, providing services that are digitally enabled, convenient and accessible to residents. Where possible real time repair information will be communicated to our residents to speed up the resolution of repair enquiries and complaints.

5.4.5. We will involve residents and get their views as we design and run services, this will be through the Resident Panel and other established forums.

5.5 Repairs to properties identified for Estate Regeneration

5.5.1 Where properties are earmarked for demolition, it is important that they are kept in a reasonable condition while they remain occupied. We will make a series of commitments to residents in such circumstances, and they will be discussed directly with any residents affected.

6. Mechanical and Electrical

6.1 Mechanical and Electrical works that are listed as qualifying repairs for the Right To Repair are covered by this policy. The Council will develop a separate policy for wider mechanical and electrical works.

7. Prevention and disrepair

7.1 We are committed to improving our services and meeting our statutory and regulatory obligations, including those set out in the Homes (Fitness for Human Habitation Act 2018). We aim to keep our own and freehold properties free from disrepair by identification and speedy resolution.

7.2 We aim to investigate disrepair claims objectively and promptly, establish liability, and reinstate homes quickly and effectively to ensure customer satisfaction and avoid the need for any court action.

7.3 Whatever works are required, we will always consider the individual circumstances of the household, including any vulnerabilities, and whenever appropriate we will provide temporary accommodation.

7.4 We will identify potential disrepair issues during our void maintenance process and where possible futureproof homes from the risk of disrepair including remedying any defect before the property is re-let.

7.5 Futureproofing will include considering ventilation and thermal works during the void process. The property must be fit for habitation before new occupants move in.

7.6 Our staff and contractors will report back to the relevant property and maintenance team immediately when they become aware of repair issues while visiting a property or estate.

7.7 Where we have repeatedly failed to address repairs and residents seek redress through a legal disrepair claim, we will continuously review progress to ensure maximum learning and service improvement.

7.8 We will build predictive models to help us identify where repair is most likely.

8. Managing claims

8.1 We follow the Pre-Action Protocol when responding to all legal disrepair claims:

- Where a customer issues a disrepair claim, we instruct a solicitor to act on our behalf.
- We consider using alternative dispute resolution (mediation) methods where reasonable to resolve matters at the earliest opportunity to avoid legal action. We will, where appropriate, consider settlement including financial settlements to resolve disrepair claims.
- Where appropriate, we instruct an expert or single joint expert in conjunction with the customer or their third-party legal advisor to inspect the property for evidence of disrepair.
- We undertake an agreed schedule of works to remedy disrepair within a reasonable timeframe. This may sometimes mean that parts of the property will be inaccessible while works are undertaken. Where this means the property is uninhabitable (for example if the kitchen or bathroom is inaccessible) we will provide temporary alternative accommodation in line with the Council's Housing Allocation Policy.
- We will take account of a resident's vulnerability and their needs including children with an Education, health and care plan and school location.
- If residents are required to move into temporary alternative accommodation, we will explore needs as early as possible.
- We exchange information with solicitors or other agencies requests in line with the Pre-action Protocol and our Data Protection Policy.
- The Council has an obligation to collect outstanding rent arrears and if a tenant has rent arrears and is awarded damages/compensation, we will deduct the sum of outstanding arrears before settling with the plaintiff's solicitors.
- Where disrepair has been reported and subsequent attempts to access the property have failed, we will pursue formal routes, including access injunctions and enforcing the tenancy agreement where necessary, to obtain access.

9. Damp and Mould

9.1 We recognise that many of our tenants and leaseholders experience damp and mould and that these can be a health hazard. There are lots of factors that cause damp, condensation and mould and they are often difficult to manage. However, we will

tackle every case and every problem pro-actively adopting a ‘zero tolerance’ approach to damp and mould.

9.2 The Council has a separate Damp and Mould Policy that sets out the steps that will be taken once a report of damp and mould is received.

10. Window restrictors

10.1 The Council has a separate Window Restrictor Policy that sets out how we will prioritise and respond to reports of defective window restricting devices within our properties or in communal areas.

11. Tenants with vulnerabilities

11.1 We will take time to understand any reasonable adjustments we need to make for residents who are vulnerable and require additional support. When repairs are reported we will proactively identify vulnerabilities including children with disabilities and health conditions.

11.2 We will ask tenants if they or any household members have health needs or disabilities that mean we may need to do something differently to deliver the repair. This could include the speed at which the repair is completed or the help and support we offer while waiting for the repair to be completed.

11.3 Where a vulnerability is known to the Council, we will endeavor to attend urgent work within three days.

11.4 When our staff and contractors visit Council properties, they will actively identify any vulnerability or safeguarding concerns and raise these with the local housing team to investigate.

11.5 Please see our damp and mould policy for more information.

12. Social value

12.1 Social value is a core part of the contracting process. Ethical and responsible procurement are central to this. We will seek commercial partnerships with suppliers and encourage innovation and an approach to Social Value which aligns with the Council’s priorities. This desire includes tackling the climate emergency.

12.2 When evaluating bids, we seek partners who commit to delivering initiatives that provide the best social or environmental outcomes for people who live and work in Westminster by creating employment opportunities, utilising local supply chains, targeting under-represented groups in the community.

13. Equality, diversity & inclusion

13.1 We have carried out an equality impact assessment (EIA) to consider the positive and negative impacts this policy may have on people with protected characteristics under the Equality Act 2010 and have concluded that implementation of this policy presents no barriers to accessing the service or processes or unintentionally disadvantages any protected group.

13.2 The aim of treating all residents equally and including discretion to assess the impacts of a service failure or loss are built into the policy so that we do not have to have to apply a one size fit all solution.

13.3 When required, Council Officers will assist residents, by, for example, helping to complete paperwork or offering translation services.

14. Communication

14.1 We will provide information on this policy using various methods such as on our website, plain English summary guides and via our residents' newsletter.

15. Data Protection

15.1 Where information needs to be shared with our staff and partners to deliver our repairs service, this will be in line with data protection requirements:

- data is processed lawfully fairly and in a transparent manner
- data is collected for a specific and legitimate purpose and not used for anything other than its stated purpose
- data is relevant and limited to whatever the requirements are for which the data is processed

15.2 Further information on the Councils responsibilities for data protection can be found here: https://www.westminster.gov.uk/data-protection

16. Training

16.1 We will provide all staff responsible for implementing this policy with comprehensive training and ensure that the repairs process is sufficiently robust to ensure compliance with this policy. In addition, staff guidance and training on lessons learnt from previous failings will form part of our commitment to ongoing service improvements.

17. Monitoring and learning

17.1 We will use the learning from feedback on our repairs service and from complaints to seek information about service failures to ensure we continuously improve our service to residents. As part of this policy, we are keen to understand any inequalities linked to access, experience and/or support and we will introduce processes to identify such issues.

17.2 In addition, an annual review of this policy will be undertaken by the Housing Innovation and Improvement Team to incorporate legislative and regulatory requirements and best practice developments.