

# **PRS Day-to-Day Repairs Policy**

Responsible Manager	Managing Director/Finance Director
Approved by:	CDL Board
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## 1. Purpose of the Policy

1.1 This policy sets out how Cornovii Development Ltd (CDL) will meet its legal, regulatory and statutory requirements as a private landlord in respect of day to day repairs of its private rented housing stock.

## 2. Policy Statement

- 2.1 Cornovii Developments Ltd (CDL) is committed to providing a high-quality repairs and maintenance service, providing tenants with good quality homes and a safe space to live in.
- 2.2 CDL has a wider responsibility to protect the value and condition of its housing portfolio and to prevent disrepair to its assets.

## 3. Aims and Objectives

- 3.1 All homes managed by CDL exceed Decent Homes Standards, and when they are allocated, are always clean, tidy and in a good state of repair, ready for immediate occupation.
- 3.2 To provide tenants with homes that are well maintained, with repairs and improvements carried out timely, and tenants are given reasonable options of when work is carried out.
- 3.3 To provide safe, good quality homes that offer a warm comfortable and healthy living environment for occupants; and which remain in demand in the face of ever growing competition.
- 3.4 To provide an efficient and responsive repairs service that reflects tenant priorities and ensure repairs are carried out correctly, on time and where possible, completed first time.
- 3.5 To ensure practices and procedures are reviewed through the gathering of tenant feedback and analysis of tenant complaints raised through CDL's complaints procedure, to implement improvements to the service and ensure a customer focused and driven repairs and maintenance service is delivered.
- 3.6 To ensure effective systems are in place to monitor all performance and financial aspects of the maintenance service which will underpin the planning of works and enable management to better control the service.

#### 4. Legislation

- 4.1 This policy is governed by regulations and statutory law which sets out the duties that need to be undertaken to provide a repairs and maintenance service. They include, but are not limited to:
  - Landlord and Tenant Act 1985 (Section 11)

- Public Health Act 1963
- Housing Act 1985 (Section 96)
- Housing Act 2004 (Section 96)
- Home Standard 2015
- Decent Homes Standard 2006 (Communities and Local Government)
- Environmental Protection Act 1990
- Equality Act 2010
- Human Rights Act 1998
- Commonhold and Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Fire Reform Regulations 2005
- The Control of Asbestos Regulations 2012 (as amended)
- Health and Safety at Work Act 1974
- The Management of Health and Safety at Work Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002 (as amended)
- Water Supply (Water Fittings) Regulations 2018 (as amended)
- Housing Health and Safety Rating System 2006 (Communities and Local Government)

## 5. Carrying out Day to Day Repairs

- 5.1 CDL aims to utilise its resources effectively and efficiently to provide a high quality, responsive repairs service in line with its repairing obligations, whilst at the same time ensuring that its repairs service meets the needs and expectations of tenants.
- 5.2 CDL's policy for carrying out day to day repairs is built around a number of key principles:
  - To provide an open, accountable and consistent level of service.
  - To optimise the balance between cost and service quality, so as to achieve value for
  - money.
  - To continually obtain customer feedback to ensure the service responds to the needs of customers and remains 'fit for purpose'.

# 6. Definition of Day to Day Repairs

6.1 Day to day repairs are repairs carried out when components fail, and which cannot wait to be undertaken under a cyclical, planned, or improvement programme. These works comprise of responsive repairs to items such as plumbing/sanitary equipment, door/window fittings, heating appliances and electrical installations.

# 7. Reporting Repairs

7.1 Repairs reported during office hours must be reported to CDL by telephone, email or in writing.

- 7.2 An Out of Hours service will be available for tenants to report emergency work. Emergency repairs are deemed as repairs where there is a potential to cause significant risk to the tenant, or further damage to the property if not immediately addressed.
- 7.3 It is the tenant's responsibility to report repairs promptly as and when they become aware of them, particularly if leaving the repair unaddressed could cause further damage or deterioration to the property, or risk of injury to residents or others. Failure to report repairs may be considered neglect of the property and a breach of the Tenancy Agreement.
- 7.4 If a tenant fails to notify CDL that they are unable to keep an appointment for works to be carried out, then the repair will be cancelled. In addition, if persistent requests are made for repairs and contractors are unable to access the property, a call out charge may be applied to the tenant as a recharge. Similarly, if repeated call outs are made by contractors and it is determined no repair is required, the cost of the call out charge may be applied to the tenant as a recharge.

## 8. Repair Categories

- 8.1 In order to deliver a more efficient and cost effective service, repairs will be prioritised according to the nature of the work involved. Repairs that are required as a result of component failure or breakdowns that put tenants' health and safety, or the property, at risk, will be dealt with faster than those that can safely wait.
- 8.2 The day to day repairs service is organised into two main categories of repair which are 'emergency' and 'routine'. These are defined as follows:

#### 8.2.1 Emergency

An emergency repair is defined as something that could not have been foreseen and which could cause danger to health, residents' safety, or serious damage or destruction to a property. All emergency repair requests will be attended to within 4 hours of notification and 'made safe' within 24 hours. The minimum emergency service will be a 'make safe' solution with any associated outstanding repair work to follow on from the original visit. CDL will have arrangements in place to ensure requests for emergency repairs can be received and responded to 24 hours a day, 7 days a week.

Examples of emergency repairs include:

- Gas leaks.
- Exposed live electrical cables.
- Severe water leaks.
- Major drainage problems.

Abuse of this service may result in a recharge being applied for out of hours calls that are not deemed emergencies.

#### 8.2.2 <u>Routine</u>

Routine repairs are all other repairs that need to be carried out to remedy building or component failure and that cannot reasonably wait for a programme of cyclical, planned or investment works. Routine repairs will be given a 28 calendar day priority.

- 8.3 Planned maintenance repairs are detailed within CDL's Planned Maintenance Policy.
- 8.4 Tenants will be advised of the priority assigned to their repair at the time of it being booked and for routine repairs a mutually convenient time slot will be agreed for attending and carrying out the works.
- 8.5 CDL will give priority to those repairs that require a more urgent response i.e. no heating during the winter period and those repairs causing most inconvenience for tenants.Prioritisation will also reflect the vulnerabilities of the tenant and current weather conditions.

#### 9. Appointments to Undertake Repairs

- 9.1 When a tenant notifies CDL of a repair, they will be advised of how quickly it will be attended to. CDL and the tenant will agree an appointment slot based on the availability of the tenant and the contractor.
- 9.2 Peak times can vary dependent upon the season and local weather conditions and therefore tenants will be advised of any longer than usual times when they report the repair.
- 9.3 Each repair will be assessed by the attending contractor. If required, specialist technicians may be called to undertake the repair.
- 9.4 CDL always aims to complete repairs within the mutually agreed timescales, however, this may not always be possible, such as if special parts need to be ordered, or if repairs are dependent on other companies or suppliers. If there is a delay in being able to complete a repair, then the tenants will be notified, advising of the reason and when the repair is likely to be completed.

#### 10. At Risk Groups

10.1 If a tenant or a member of their household is less mobile (perhaps because of advanced age or a disability), or the household contains a young child/baby, then some types of repairs may place greater risks on the residents. These situations will be identified and repairs attended to more quickly if at all possible.

#### 11. Out of Hours Emergencies

11.1 CDL operates an out of hours service to complete emergency repairs in order to make the property safe until a full repair can be undertaken. This service is available through Nationwide Property Assistance Limited.

- 11.2 An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage, or is required to ensure a home is secure.
- 11.3 In the event of a heating system break-down which leaves a home with no heating, temporary heaters will be provided if required by the tenant.
- 11.4 The emergency repairs contractor will aim to attend all emergency repairs reported out-ofhours within 4 hours of it being reported. The tenant is responsible for granting access to the property in instances where emergency repairs are required.
- 11.5 The priority in instances of emergency repairs will be to make the property safe. As such, follow-up visits may be required to undertake a full repair. This will be undertaken at a convenient date and time agreed with the tenant in line with the approach to routine repairs.
- 11.6 During the winter period, the out of hour's service for emergency repairs will include heating and hot water repairs. During the summer period, these repairs will be undertaken as a routine repair.

# 12. Pre-inspections

- 12.1 Some jobs will require a pre-inspection and a visit by a member of CDL staff or contractor before the repair is arranged. These will include:
  - Damp or mould related problems
  - Structural defects that have potential to cause harm or deteriorate rapidly
  - Paths, walkways and common areas
  - Fire related repairs
  - Potential insurance claims
  - Any repairs request for any damage believed to be caused by the tenant or someone visiting their property
  - Re-plastering where the scope of the job is not known
  - If the diagnosis given by the tenant is not detailed enough.
- 12.2 An appointment will be made for carrying out the pre-inspections and a member of CDL staff or contractor will attend the property within 5 working days of the report being made.
- 12.3 The repair will then be categorised under the standard response times.

#### 13. No access

- 13.1 Where access cannot be gained to undertake a repair CDL will take appropriate measures to make further arrangements for works to be carried out. These measures will include:
  - Leaving a card to ask the tenant to rearrange a visit
  - Telephoning the tenant to rearrange the visit
  - Writing to the tenant requesting that they contact CDL to rearrange a visit

- Sending a surveyor out to inspect in instances where the tenant's original repair report suggests a potentially hazardous situation exists
- 13.2 Ultimately, if a tenant is unreasonably preventing access to undertake the repairs, this may be considered a breach of their tenancy and may result in action and, potentially, the loss of tenancy.

## 14. Rechargeable Repairs

- 14.1 Charges will be levied where a repair becomes necessary as a result of the wilful, negligent or accidental actions of a tenant, household member or visitor to a property, as opposed to through fair wear and tear.
- 14.2 The following items will be recharged:
  - Repairs undertaken because of damage or loss caused by the tenants (accidental or intentional) to any part of the structure or fabric of the building that extends beyond normal wear and tear.
  - Repairs that need to be carried out which are the responsibility of the tenant.
  - If alterations are made to the property without permission, or are not carried out to a reasonable standard, and CDL are required to reverse the alteration and make good the condition of the property to its previous state.
  - If the home has become empty due to bereavement and we are required to empty it of possessions, this would be charged to the deceased's estate. Some discretion in this may be exercised, dependent upon the circumstances of individual tenants.
  - The cost to clear out homes (occupied or empty) and include the cost of skip hire if required for the removal of rubbish; this includes any waste or redundant tenant possessions that may be left in the home, roof space or any outbuildings.
  - Any costs incurred from carrying out work associated with fumigation/disinfestations of a property.
  - The cost to restore gardens to an acceptable and manageable condition.
  - Where CDL have arranged an appointment to carry out safety checks i.e. for heating, servicing, fire safety or electrical inspections, and have not been able to gain access to the property.

# 15. CDL's Repair Obligations and Responsibilities

- 15.1 CDL are responsible for the repairs and maintenance of the main structure and common parts of its housing portfolio. CDL will keep the following in good repair and repair any damage that has not been caused by the tenant, anyone living at the property, or visitors to the property:
  - The structure and exterior of the building including roofs, external walls, windows and doors, entrance and exit doors and built in garages.
  - Clearance of leaves from gutters and valley gutters in apartment blocks.
  - Drains, external pipes and guttering.

- Clearance of leaves from gutters and unblocking outlets to valley gutters on apartment blocks only (this is the tenant's responsibility in other dwellings).
- Sewers, which are not the responsibility of another person or body.
- Paths, steps or other access routes that connect the front of the property to the front door and the front door to the back door.
- Kitchen fitments.
- Bathroom fitments.
- Internal doors.
- Heating and hot water.
- Ventilation systems.
- Communal areas in apartment blocks, including entrance halls and stairways.
- Any installation provided by CDL. This includes heating systems, pipework for the supply of gas and water, electrical wiring (not including meters).
- 15.2 CDL will make all reasonable efforts to enable access to carry out the work.
- 15.3 CDL are responsible for ensuring that good quality materials are used by the contractors and that high standards of workmanship are delivered.
- 15.4 CDL will ensure that all of its housing portfolio meets the Decent Homes Standard.

### 16. Tenants Maintenance Obligations and Responsibilities

- 16.1 The tenant must keep the property in good condition and not cause any damage to the property.
- 16.2 The tenant is responsible for carrying out any repairs whereby the damage has been caused by them.
- 16.3 The tenant is obliged to report and allow access to carry out repairs to the property and the common areas.
- 16.4 The tenant is responsible for internal decoration following a repair.
- 16.5 The tenant should not carry out any alterations to the property without CDL's prior written consent.
- 16.6 Tenants are responsible for carrying out the following repairs:
  - Keeping inside and outside of the property in reasonable condition
  - Internal decoration
  - Replacing toilet seats
  - Clearance of leaves from gutters and valley gutters, other than in apartment blocks.
  - Minor plastering cracks and chips
  - Fitting draught excluders

- Fitting doorbells
- Laminate flooring and carpets to include reinstatement after essential repairs have been carried out
- Installing curtain repairs
- Replacement of hat and coat hooks
- Bearing the costs for a contractor to ease and refitting internal doors after carpets have been laid
- Bearing the costs for a contractor to replace or repair damaged internal doors where the damage has been caused by the tenant
- Cleaning minor blockages to sinks, baths, wash hand basin and toilets caused by the tenant
- Repairs to domestic appliances such as dishwashers, washing machines etc.
- Servicing tenant's own appliances
- Replacement of light bulbs, fluorescent strips and starters, except in communal areas
- Telephone points and sockets
- TV aerials unless the tenant is on a communal area system
- Cracked or broken glazing
- Repairs to gates and fences which haven't been fitted by us
- Sheds
- Washing lines
- Paving other than main paths
- Clearing leaves from external gullies or grids

# 17. Performance Standards

- 17.1 CDL will maintain internal information systems which are based around ensuring effective monitoring, control and reporting of its repairs and maintenance activities. Comprehensive records of all repairs and maintenance will be held with a view to demonstrating transparency in the way work has been carried out and authorised.
- 17.2 The company will monitor repairs and maintenance performance using performance indicators as follows:
  - Average time taken to complete emergency and non-emergency repairs
  - Number of appointments made and adhered to
  - Number of repairs which were completed right first time
  - Average void property re-letting time
  - Average void repairs costs
  - Number of properties with a valid gas safety certificate
  - Number of properties with a current periodical electrical test certificate
  - Customer feedback.

# 18. Complaints

18.1 Tenant's may submit a complaint using CDL's Complaints procedure if it is felt that CDL have failed to correctly apply this policy.

## 19. Review

This policy will be reviewed every 3 years from the approval date, or in-line with impacting corporate, legislative, or regulatory change requirements.