



CITY OF
Lincoln
COUNCIL

Repairs and Maintenance Policy

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Introduction

The City of Lincoln Council (CoLC) is a stock retained local authority, committed to providing the best services possible for our tenants, who occupy approximately 7,800 properties throughout the city. Our homes are a mix of houses, bungalows, maisonettes and flats, some of which are in our three high rise blocks.

The CoLC aims to deliver a continuously improving responsive repair and maintenance service by making sure that day to day repairs are carried out quickly, on time and to a high standard that customers are satisfied with, whilst maintaining value for money within the service at all times.

The CoLC will ensure that all properties are repaired and maintained, providing a safe home environment for all its residents and tenants. The service area will also contribute to the financial viability of the organisation by improving performance, with a main focus on 'right first time' repairs wherever possible.

Aims and objectives of policy

At commencement of tenancy, the CoLC lets all properties to the 'Empty Homes Letting Standard' and throughout the life of our assets, we deliver improvements to our properties to maintain them to at least the Lincoln Homes standard (incorporates all aspects of the Decent Homes standard).

Within the provision of the Housing Act 1985 (amended) each tenant has a right to repair. This policy identifies which repairs the CoLC are responsible for in line with the maintenance of housing stock and which repairs tenants are responsible for within the terms and conditions of their tenancy agreement.

The CoLC will continually look to improve the repair and maintenance service and continually consult with tenants to seek their views on the quality of the service and the repairs carried out at their homes.

Diversity and inclusion

The CoLC will make sure that the principles of equality, diversity and inclusion are integral in the business planning and delivery of the repair, maintenance and void services, which work in tandem with this Repairs and Maintenance Policy. The CoLC is committed to

delivering its repair and maintenance service in a way which meets the diverse needs of local communities. This will be achieved by treating people fairly and taking the nine protected characteristics of the Equality Act 2010 into consideration within all aspects of the repair service, including access to the service.

Regulatory requirements

The Home Standards contained in the revised Homes and Communities Agency Regulations, which came into effect on 1 April 2012, lay out the requirements for organisations in terms of repair and maintenance. The regulations state the following:

Quality of accommodation

Registered providers shall:

- Ensure that tenants homes meet the standard set out in Section 5 of the Government's Decent Homes Guidance and continue to maintain their homes to at least this standard.
- Meet the standards of design and quality that applied when the home was built, and were required as a condition of publicly funded financial assistance, if these standards are higher than the Decent Homes Standard.
- In agreeing a local offer, ensure that it is set at a level not less than these standards and have regard for Section 6 of the Government's Decent Homes Guidance.

Repairs and maintenance

Registered providers shall:

- Provide a cost effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choice to, tenants and has the objective of completing repairs and improvements 'right first time'.
- Meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

The specific expectations relating to repair and maintenance is that:

- Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include responsive and cyclical repairs, planned and capital work; work on empty properties and adaptations.
- Registered providers shall co-operate with relevant organisations to provide an adaptations service that meets tenants needs.

Involvement and empowerment

- Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved in the management of repair and maintenance services such as commissioning and undertaking a range of repair tasks as agreed with landlords, and the sharing of savings made.

Service delivery

The repair service is available 24-hours a day, 365 days of the year. A team of operatives work an 8am to 4pm shift pattern Monday to Thursday and 8am to 3:30pm on a Friday. Emergencies that are reported after 4pm Monday to Thursday or after 3:30pm on a Friday are passed to the emergency call out team. The call out team then work between 4pm and 8am each day and from 3:30pm on Friday until 8am on Monday.

All emergencies will be attended within a 24-hour period.

How to report a repair

A request for a repair can be made by the following methods:

- Online at www.lincoln.gov.uk
- By telephoning Customer Services on 01522 873333 during opening hours.
- In the event of an emergency, outside of office hours, telephone 01522 534747.

When a request is received the CoLC will:

- If on the phone – arrange an appointment with the customer at the earliest possible date available, that is suitable for the customer.
- If online – the customer can select a preferred appointment time and Customer Services will try to find a suitable appointment to match the customer's preference. Customer Services will then confirm the appointment by a phone call or a text message.
- Complete emergency repairs within 24hours.
- Complete other repair requests within an average of 15 working days.

If the CoLC is called out to deal with a repair between the hours of 4pm and 8am during any day of the week, including Bank Holidays, and the repair is not a genuine emergency, the CoLC will recharge the full costs of the call-out to the tenant.

Health and Safety

The CoLC is committed to providing a safe and healthy working environment at all times under the Health and Safety at Work Act.

In line with the CoLC's Health and Safety Policy, all managers have responsibility for the employees they manage, to make sure that all of the CoLC's working practices are in line with appropriate health and safety legislation and good practice, making sure that employees, tenants, buildings and stakeholders are safe.

All employees (individually or collectively) must adhere to procedures and method statements which are designed for the protection of themselves and other people who they may have contact with.

Consultation

The CoLC will work with tenants to continually improve the repairs service in a range of ways including, focus groups, service review groups and tenant inspections, in line with published regulatory standards.

Further information on how tenants can become involved in shaping the way we deliver services is available at www.lincoln.gov.uk/housing/council-tenants/resident-involvement/

Performance management

There are a number of indicators recorded in respect of repairs and maintenance. Performance figures are presented to Housing Services Team, Lincoln Tenants Panel, Performance Scrutiny Committee and Housing Scrutiny Sub Committee. Targets for the team in 2016/17 are as follows:

- An average end to end time of 15 days.
- An average response time for emergency repairs of less than one day.
- 85% of repairs completed 'right first time'.
- 95% of tenants satisfied with the repairs service.

Responsibilities

City of Lincoln Council

The CoLC is responsible for the structure, exterior, services and common parts of the property including:

- Drains, gutters and outside pipes.
- Roof, external walls, doors and windows (excluding glass).
- Extensive areas of plastering required due to the age and condition of existing plaster work.
- Installations for supplying water, gas and electricity.
- Installations and appliances for heating the property and for hot water.
- Basin, sinks, baths and toilets (excluding toilet seats).
- Communal aerials.
- Lifts and other communal amenities such as laundries, common rooms, door entry systems, fire alarms, corridors and waste chutes in high rises.
- Pathways and steps which provide main access to the front and back door of the property.
- Garages and outside brick built store places.
- Lifeline/warden alarm units and their pull cords
- Washing line posts.

Emergency repairs

- In the event of a gas leak (or smell of gas), call the gas emergency line immediately on 0800 111999. Turn the handle at the meter to the flat (horizontal) position.
- If there is a problem with electricity, turn the mains switch on the consumer unit to the off position. If the tenant has a power cut call Western Power Distribution on 0800 6783 105.
- If there is a problem with water, turn the main stop tap to the right (clockwise) or turn off the sure stop. If the tenant has no water, then call Anglian Water on 0800 771 881.

Emergency repairs that are the responsibility of the CoLC will be attended to within 24 hours of the problem being reported, unless there are factors that are outside of the organisation's control, for example in the event of severe weather conditions that are causing hazardous driving conditions, or where the number of emergencies impact on capacity and resources to deliver services. In such circumstances, tenants will be kept informed of any delays.

Emergency repairs are those repairs that:

- Remove immediate danger to the occupants of a property or an outside space.
- Restore essential services such as heat and power.
- Avoid major damage to a property such as a serious flood.
- Make the property secure following a break in by changing locks or boarding a broken window.
- Remove any possible health and safety risk.

Tenant responsibility

The terms of the Tenancy Agreement state that there are a number of obligations for a tenant once they sign to accept the keys for the property. These include but are not limited to:

- Not cause damage to your home, to our property or to the property of your neighbours;
- Not neglect your home or let it fall into disrepair;
- Keep the inside of your home clean and in good decorative order;
- Take reasonable precautions to prevent water pipes bursting through frost or the property being damaged by fire;
- Keep your home secure at all times using all security locks where provided;
- Keep your windows clean unless you pay for this through a service charge;
- Not cause damage to any of our fixtures and fittings, including glass, inside your home or in communal areas, deliberately or through misuse or negligence;
- Provide safe storage and recharging facilities for motorised wheelchairs/scooters that belong to you. In sheltered housing we may provide storage and recharging facilities for electric wheelchairs/scooters. It will remain your responsibility to ensure that they are safe and secure within that designated area.
- You must report any repairs that are our responsibility without delay and as soon as you are aware of them.
- You are responsible for repairing any damage to your home that is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home.
- You will also have to pay for the cost of repairing any damage to other property or to the communal areas which is caused deliberately or negligently by, your children, friends, relatives, visitors and any other person living in your home.

Tenants are also responsible for renewing or replacing the following items unless they require replacement through normal wear and tear:

- Door locks, keys and fobs including suited keys (fobs, communal and suited keys are only obtainable from the CoLC).
- Door furniture.
- Cupboard latches.
- Internal decoration.
- Toilet seats and toilet roll holders.
- Shower hoses and spray heads that are not part of the fixed plumbing system.
- Plugs and chains to sinks, wash hand basins and baths.
- Internal doors.
- Architraves (the moulded trim around door frames).
- Skirting boards, pelmets and curtain battens.
- Shelving.
- Coat rails and hooks.
- Floor tiles and glazed wall tiles with the exception of kitchens and bathrooms.
- Door bells.
- Broken windows and front / back door glass caused by accidental damage or without a crime reference number.
- Cost of un-authorized removal of CoLC property including stair lifts.
- Removal or re fixing of disabled adaptations due to carpet renewal.

In line with the Tenancy Agreement tenants also have a responsibility for:

Baths, basins, drains and waste

- Initially trying to clear blocked baths, sinks and basins. Tenants will be recharged if, following the completion of the repair, the fault is found to have been caused by the tenant.
- Replacing plugs and chains to baths, basins and sinks.
- Repairing any items that have been fitted by the tenant previously.
- Keeping gully grids clear of leaves and rubbish.
- Clearing blockages in washing machines or dishwashers. If the tenant is fitting this as a new appliance they are responsible for this work
- Environmental work including flea treatments/needle removal/body fluids or rubbish.
- Other fixtures and fittings, and any alterations or improvements that the tenant has made.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Doors and locks

- Replacement of keys/locks when keys have been lost or tenant has locked themselves out.
- Fitting and repairing any additional locks and latches.
- Replacing glass in any internal or external door.
- Adjusting door when a new carpet fitted.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Electrics

- Resetting trip switches and if necessary turning off the mains supply.
- Replacing light bulbs, fluorescent tubes and starters.
- Replacing electrical plugs and plug fuses for tenants own appliances.
- Testing and cleaning of smoke detectors.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Floors and stairs

- Repairing and replacing any floor coverings, vinyl tiles sheeting, carpets or laminates that the tenant has fitted.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Garden and garages

- Repairing any fencing, patios, steps, sheds or other garden features, garages or driveways not originally provided by the CoLC and not in place at the commencement of tenancy.
- Maintaining garden paths other than those giving main access to the front and back door of the property or to a CoLC washing line post.
- Replacing keys or locks to garage or shed doors when the keys have been lost.
- Renewing broken clothes lines.
- Grassed areas and borders.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Gutters

- Keeping gully grids clear from leaves and rubbish.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Heating

- Checking that heating controls (room thermostat, timer or programmer) are set correctly.
- Keeping the home properly heated and ventilated to prevent condensation or the build-up of carbon monoxide.
- Keeping the home properly heated to prevent pipes from bursting particularly during cold weather, or whilst tenants are away from the property for a period of time.
- Bleeding radiators.
- Any other repairs which investigations establish are not attributable to fair wear and tear.
- Gas and/or electric supply

Kitchen fittings

- Installation of washing machines, dishwashers or tumble driers including waste, supply pipes and vents if not already provided by the CoLC.
- Repairing any extra units that have been installed in the property by the tenant.
- Minor repairs to kitchen units e.g. tightening screws and adjusting drawers and cupboard doors.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Pipes and taps

- Taking steps to prevent pipes from bursting during cold weather, particularly if the tenant is to be away from the property for any length of time.
- Turning off the water supply at the stop tap or sure stop if a water pipe has burst, and then turning all the taps on to allow all remaining water to flow out.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Roofs and chimneys

- Putting up and securing TV aerials (except communal aerials). Tenants need permission to put up a satellite dish.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Toilets

- Cleaning toilet pans.
- Attempting to clear blocked toilets. If on repair it is found that the blockage is caused by the tenant, a member of their household or a visitor, then the tenant will be recharged.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Walls and ceilings

- Decorating walls and ceilings inside the home.
- Filling minor cracks and holes in walls and ceilings.
- Keeping air vents clear and cleaning extractor fan vents.
- Any other repairs which investigations establish are not attributable to fair wear and tear including plastering work required after the use of a steam stripper to remove wall paper coverings.

Windows

- Replacing broken or cracked glass where caused by accidental damage or without a crime reference number.
- Keeping window trickle vents clear.
- Any other repairs which investigations establish are not attributable to fair wear and tear.

Leaseholders

The CoLC is responsible for the structure of the building and any outbuildings/sheds, communal areas, systems and installations in leasehold blocks. The leaseholder is responsible for everything within the home, which is for their use and benefit. Rights and responsibilities for individual properties are contained within individual lease agreements.

The Leaseholder service charge for day-to-day repair and maintenance is charged in advance as an estimated amount. An adjustment is made to the service charge account for the following year for any difference between the estimated and actual costs. Employees will have regard for this when deciding upon the repair required at a property, and should further clarity be required, the employee should contact the Finance and Leasehold Team Leader. We cannot charge an individual leaseholder more than £250 for any work unless we have first served a Section 20 Notice (this is done by the Finance and Leasehold Team who will advise employees on the process and timescales). However,

the following information provides a general summary of responsibilities relating to repair and maintenance which include:

- The main structure, foundations, roof, guttering, communal drains, external pipe work and windows excluding glass (leaseholders are responsible for windows that they, or a previous leaseholder, have installed in their property).
- Any communal services and any related machinery or installations connected with those services; this would include lifts and lighting in communal areas, door entry systems (including handsets within leasehold properties).
- Communal areas, including external doors, passageways, staircases, halls, landings and any grounds within the estate such as bin or drying areas, which are jointly used by the tenants.

Further information about service charges is available in our Leaseholders' Guide which can be found at:

www.lincoln.gov.uk/housing/council-tenants/your-tenancy/leaseholder-rights-and-responsibilities

Access arrangements

The following need to be taken into consideration when access is required to properties to complete a repair.

- Tenants must allow authorised employees of the CoLC or other agents of the CoLC into their home during reasonable hours to inspect its condition, carry out repairs or improvements, or to service appliances. This also includes any other work that the CoLC consider necessary to ensure that the property and surrounding properties do not put the tenant or anyone else at risk.
- Employees or contractors employed by the CoLC must have access to carry out gas servicing or electrical inspections as and when required.
- Where possible the CoLC will give at least 24 hours advance notice, and all employees of the CoLC or its agents will carry formal identification at all times.
- The CoLC may need to gain access to homes to inspect, clean or repair a home or neighbouring dwellings, or any sewers, drains, pipes, wiring or cable serving a home or neighbouring dwellings.
- Authorised employees of the CoLC may need to enter a property without notice in an emergency, using reasonable force if necessary, if the CoLC feel there is a risk of personal injury or damage to property or surrounding properties.

Rechargeable repairs

Tenants, their family members and any visitors to their home are responsible for any damage caused to the property, either caused accidentally, deliberately or through neglect.

The CoLC aim to make sure that all tenants are aware of their obligations not to damage or neglect CoLC property and that they are responsible for damage caused by their children, pets and visitors. This is formally agreed with the tenant when the tenancy agreement is signed.

Where damage or neglect has occurred (for which the tenant is responsible) then the tenant can arrange for the damage to be repaired themselves, however, if this does not meet current health and safety, building regulation requirements or in the case of gas and electricity the current legislation or a suitable standard, the CoLC will carry out further works and charge the tenant the additional costs.

In addition, the CoLC will not be liable if a tenant has installed a defective system, fixtures or fittings without permission. The CoLC may carry out and charge for repairs considered necessary for health and safety reasons or in situations of emergency, arising from the misuse of the property. This does not include repairs undertaken as a result of fair wear and tear.

When a current or former tenant wishes to dispute a bill for rechargeable repairs they have received, this will in the first instance be to the employee who has issued the rechargeable repair letter advising that the charges are correct and due for payment. If this disagreement is not resolved, the current or former tenant can make a formal complaint.

For more information on Rechargeable Repairs please refer to the separate policy document.

Vulnerable tenants

When making a decision whether or not to recharge a tenant for repairs that can't be attributable to fair wear and wear account must be taken of any vulnerability factors.

A vulnerable tenant is someone who is or may be in need of community care services by reason of mental health or other disability, age or illness, who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation. This includes individuals who might be in receipt of social care or health services.

Each person should be considered individually. Where there are concerns that someone is potentially vulnerable the final decision to recharge or waive the charge will rest with the Tenancy Services Manager.

Adaptations

Everyone's housing needs are different and the CoLC offers permanent adaptations to resident's homes to ensure that it remains suitable for their needs. The CoLC works with Lincolnshire County Council to provide adaptations to its properties. If an adaptation is assessed as being necessary and appropriate by Lincolnshire County Councils Social Services, it will be referred to the CoLC who will determine whether the request is 'reasonable and practicable'. If it is, the CoLC will install the adaptation. Permanent and semi-permanent adaptations are provided by the CoLC including stair lifts and through floor lift. Lincolnshire County Council will provide hoists and other aids through its social care teams. The CoLC will not remove adaptations from its properties for new tenants if the property is advertised with the adaptations. Any adaptations, including stair lifts or lifts, that are removed by the tenant without the CoLC permission will be recharged. Further information is available in our aids and adaptations policy.

Alterations

The CoLC recognise that tenants will want to make alterations and improvements to their homes. Where requests are reasonable they will not be refused. The terms of the Tenancy Agreement do however mean that an introductory tenant is not allowed to make alterations and improvements to their property within the first 12 months of their tenancy. Written permission must be obtained if tenants wish to carry out any of the following types of improvements:

- Decorate any part of the outside of their home.
- Make any structural changes or additions to the property.
- Erect a shed, garage or any other external construction.
- Remove, add or alter any part of a fence or garden wall.
- Add to, change or replace any fixtures and fittings provided by CoLC.
- Put up a satellite dish, television, radio or amateur radio aerial such as a Citizens Band aerial.
- Apply artex to a ceiling. Artex is not allowed on walls.
- Fit tiles to walls or floors.
- Alter the electrical, gas, heating or water installations including having a water meter installed.

The CoLC will not unreasonably refuse permission for such improvements or changes, but may impose conditions. If required, planning permission, building regulations approval or any other permission must be obtained before starting the work. The CoLC will provide any service contracts or repairs to any installation it has provided.

Right to Buy applications

Once an application under the Right to Buy is received by the CoLC then there becomes a legal responsibility for the organisation to carry out emergency repairs only. This will make sure that the property remains wind and water tight and is fit for human habitation. Examples of repairs that might be carried out are as follows:

- Serious water penetration.
- No power.
- No heating.
- No bathing facilities.
- Not being able to use a toilet when there is only one in the property.

Complaints

When a current or former tenant wishes to dispute the bill for rechargeable repairs they have received, this will in the first instance be to the employee who has issued the rechargeable repair letter advising that the charges are correct and due for payment.

If this disagreement is not resolved, the current or former tenant can make a formal complaint using the following methods

- Online at www.lincoln.gov.uk/complaints
- By email to complaints@lincoln.gov.uk
- By telephoning 01522 881188
- By letter to Housing Services
City of Lincoln Council,
City Hall,
Beaumont Fee,
Lincoln,
LN1 1DD

Complaints will be acknowledged and responded to within 10 working days. Further information is available at www.lincoln.gov.uk/complaints

