

## HOUSING REPAIRS & MAINTENANCE POLICY

|            |  |
|------------|--|
| English    | If you would like this document translated or require an accessible format such as large print or braille, please call 0300 123 4000, and select option 3.   |
| Kurdish    | ئەگەر دەستەمۆت ئەم بەلگەنامەیه وەر بگێزدریت یان پێویستت بە شێوازێکی دەستگەمێشتن هەمە وەك چاپی گەمۆرە یان نووسینی نابینایان braille، تەكایە پەموەندی بکە بە 0300 123 4000، و بژاردەى 3 هەڵبژێرە.        |
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| Portuguese | Caso pretenda esta informação traduzida, ou em formato acessível como impressão grande ou braille, por favor ligue para o número 0300 123 4000 e seleccione a opção 3.                                 |
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|--------------------|---|
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## 1. Introduction

- 1.1 Babergh and Mid-Suffolk District Councils (the Councils) has a duty as a landlord to repair and maintain its properties. We are committed to providing safe, decent and comfortable homes which meet or exceed health and safety requirements and to delivering a high quality, responsive repairs service that provides value for money in line with the requirements in the Regulator for Social Housing's Consumer Standard.
- 1.2 This policy is to ensure that the councils meet all legal, statutory, and regulatory requirements under UK legislative and regulatory obligations and the terms and conditions of the Tenancy Agreement.

## 2. Policy Statement

- 2.1 We aim to maintain and improve our homes to a high standard, and to develop high quality housing. The repairs service is one of our most important functions as a landlord, and we recognise the importance of this service to our tenants. We are committed to providing a high-quality service that considers the needs of our resident's, our resources, statutory obligations and other external factors. Our repairs service complements our programmes of planned and cyclical maintenance to ensure our stock is well maintained, up to date and meets the needs of our residents and provides value for money for our tenants.
- 2.2 Tenants have an obligation within their tenancy agreement to report repairs to their landlords. It is important that we are made aware of any property issues as soon as possible both through our tenants reporting issues promptly and our staff reporting issues as they are made aware.
- 2.3 This policy applies to all Babergh and Mid Suffolk Council tenancies. Where a mutual exchange has taken place, certain restrictions may apply as shown in Section 6 of this policy. Our Mutual Exchange Policy can be viewed on our website here. [Mutual Exchange Policy](#).

The objectives of this policy are to:-

- Provide a seamless, high quality and customer focused repairs service where repairs are completed right first time where possible.
- Comply with all relevant legislative and regulatory requirements and meet our contractual obligations.
- Provide a service that delivers value for money.
- Ensure our tenants are aware of their responsibilities for minor repairs and their contractual obligations.
- Clarifies the obligations that the council has to its tenants in the delivery of the repairs service.
- Provide services which are easily accessible at a time and in a way to suit our tenants and which deliver high standards of care and respect.
- Work in partnership with our tenants and contractors to continuously drive service improvements.

## 3. Related Documents

- [Tenancy Agreement](#)
- Tenants Handbook (coming January 2025)
- [Fencing Policy](#)
- [Re-charge Policy](#)
- [Our Compliance Policies](#)
- [Damp & Mould Leaflet & Information](#)
- [Damp & Mould Policy](#)
- [Compliments, Comments and Complaints Policy](#)

- [Housing Compensation Policy](#)

#### 4. Statutory & Regulatory Requirements

4.1 This policy is designed to ensure that the Council's meet their legal, statutory and regulatory requirements under UK legislative and regulatory obligations detailed below:

- [Landlord and Tenant Act 1985](#)
- [Housing, Health and Safety Rating System \(HHSRS\) – Housing Act 2004](#)
- [Homes \(Fitness for Human Habitation\) Act 2018](#)
- [Social Housing Regulation Act 2023](#)
- [Defective Premises Act 1972](#)
- [Right to Repair Regulations 1994](#)
- [Safety and Quality Consumer Standard 2023](#)
- [Influence and Accountability Consumer Standard 2023](#)
- [Equality Act 2010](#)
- [Gas Safety \(Installation and Use\) Regulations 1998](#)
- [Health and Safety at Work Act 1974](#)
- [Control of Asbestos Regulations 2012](#)
- [Construction \(design and Management\) Regulations 2015 \(CDM Regulations\)](#)

#### 5. Repair Responsibilities

- 5.1 Repair obligations and responsibilities are outlined in the tenancy, lease and license agreements. Tenants are responsible for keeping their home in good order and informing the Councils when issues arise which may require a repair.
- 5.2 Although the Councils are responsible for carrying out most of the repairs to a property, there are certain repairs which tenants are responsible for. The table below provides guidance on the responsibilities of the councils and our tenants when repairing and maintaining their homes.

Figure 1.

|                      | <b>BMSDC Responsibilities</b>  | <b>Tenant Responsibilities</b>   |
|----------------------|--|--|
| Bathroom and Toilets | <ul style="list-style-type: none"> <li>• Bath and bath panel</li> <li>• Taps</li> <li>• Sinks and wash basins</li> <li>• Toilets</li> <li>• Shower Unit</li> <li>• Floor Covering</li> <li>• Wall Tiles</li> </ul> | <ul style="list-style-type: none"> <li>• Toilet Seat</li> <li>• Plugs and chains</li> <li>• Shower Curtains and Rails</li> <li>• Fittings that you have installed or accepted at start of your tenancy</li> <li>• Replacement Shower Head and Hose</li> <li>• Blocked sinks, toilets and drains</li> </ul> |
| Kitchen              | <ul style="list-style-type: none"> <li>• Units including worktop, door and drawer fronts, carcass plinth and handles</li> <li>• Taps</li> <li>• Sinks</li> <li>• Floor covering</li> </ul>                         | <ul style="list-style-type: none"> <li>• Plugs and chains</li> <li>• Washing machine connections and fittings</li> <li>• Repair/replacement of Tenant own ovens/hobs and white goods</li> </ul>  |

|            | BMSDC Responsibilities   | Tenant Responsibilities   |
|------------|--|---|
|            | <ul style="list-style-type: none"> <li>• Wall Tiles</li> <li>• Appliance repairs (Sheltered and homeless schemes only) where BMSDC has provided.</li> </ul>  | <ul style="list-style-type: none"> <li>• Fittings that you have installed or accepted at start of your tenancy</li> <li>• Blocked sinks and drains</li> </ul>   |
| Heating    | <ul style="list-style-type: none"> <li>• Oil Storage tanks</li> <li>• Gas-fired systems with radiators</li> <li>• Solid fuel system</li> <li>• Electric storage heating system</li> <li>• Any other system fitted by BMSDC</li> </ul>  | <ul style="list-style-type: none"> <li>• Oil Storage tanks - Tenant-ensure tank lid is fitted and secure at all times, also tenant responsibility to inform BMSDC if the oil tank becomes damaged, or condition has deteriorated.</li> <li>• Any heating system supplied and fitted by tenant.</li> <li>• Providing adequate fuel and power to service or repair the appliance</li> <li>• Purchase and topping up of salt for water softener</li> </ul>   |
| Doors      | <ul style="list-style-type: none"> <li>• Internal and external doors (not caused by tenant or tenant visitor damage)</li> <li>• Outside locks (where a fault or defect has been identified)</li> <li>• Fire Doors</li> <li>• Door ironmongery (e.g. handles and hinges)</li> </ul>   | <ul style="list-style-type: none"> <li>• Internal and external doors, repair / replace including glass or any components damaged by tenant or visitors, or forced entry by Council or other agencies</li> <li>• Doorbells, chains and name plates</li> <li>• Keys including communal keys and fobs (lost or damaged)</li> <li>• Replacement locks if keys lost</li> </ul>   |
| Electrical | <ul style="list-style-type: none"> <li>• Immersion heater</li> <li>• Light fittings, switches, and sockets</li> <li>• Wiring and circuits</li> <li>• Smoke detectors fitted by BMSDC.</li> <li>• Fire Alarms fitted by BMSDC.</li> <li>• Co2 Sensors fitted by BMSDC</li> <li>• Door entry systems</li> <li>• Solar PV service of invertor and panels and review metering connections</li> </ul> | <ul style="list-style-type: none"> <li>• Plugs and battery-operated smoke detectors fitted by you</li> <li>• Light bulbs including fluorescent tubes and starters.</li> <li>• Loss of power due to faulty electrical appliances</li> <li>• Replacement batteries for battery operated smoke detectors and sensors</li> <li>• Test smoke and Co2 detectors weekly</li> <li>• Tenant responsibility to test the RCDRCBO (Circuit Breaker) button every quarter, these are located at the fuse board. <b>See website for further details.</b></li> <li>• PV cleaning panels where possible.</li> </ul> |
| Plumbing   | <ul style="list-style-type: none"> <li>• Drainage systems <b><u>excludes</u></b> blockages caused by misuse.</li> <li>• Hot and cold-water supply</li> <li>• Clearing gutters and down pipes</li> </ul>  | <ul style="list-style-type: none"> <li>• Bleeding radiators</li> <li>• Resetting time clocks and programmers (assistance available, if needed.)</li> </ul>  |

|                                | BMSDC Responsibilities   | Tenant Responsibilities   |
|--------------------------------|--|---|
|                                | <ul style="list-style-type: none"> <li>Clearing gullies</li> </ul>   | <ul style="list-style-type: none"> <li>Keeping grates, grids, drains clean and clear</li> <li>Turn the water main stopcock off and back on 6 monthly to maintain correct operations in emergencies. (If accessible and able to)</li> </ul>  |
| Damp & Mould                   | <ul style="list-style-type: none"> <li>Responsible for responding and investigating to reports of Damp &amp; Mould to establish cause and remedy any building defects.</li> <li>Following investigation, to undertake reasonable works to improve property performance where possible (Homes fit for habitation).</li> </ul>         | <ul style="list-style-type: none"> <li>The removal of mould and mildew caused by inadequate heating and ventilation and/or condensation.</li> <li>Tenant responsible for ensuring natural ventilation, use of extractors fans in kitchen when cooking and bathroom when showering, maintain consistent heating temperature and clean condensation from windows regularly.</li> </ul>  |
| Structure                      | <ul style="list-style-type: none"> <li>Roof</li> <li>Structural ceilings, floors and walls over 4mm wide</li> <li>Damp proof course</li> <li>Stairs and steps</li> <li>Brick sheds</li> </ul>  | <ul style="list-style-type: none"> <li>Cracks in ceilings and walls less than 4mm wide</li> </ul>   |
| Chimney and fireplaces         | <ul style="list-style-type: none"> <li>Chimney and flue (enclosed)</li> <li>Chimney sweeping if there is an open fire.</li> </ul>  | <ul style="list-style-type: none"> <li>Coal bunker</li> <li>Fireplace tiles</li> </ul>  |
| Windows                        | <ul style="list-style-type: none"> <li>Window glass, sills, frames, catches and handles where not damaged by tenant or tenant visitors</li> </ul>  | <ul style="list-style-type: none"> <li>Window glass, sills, frames, catches and handles where damage caused by tenant or tenant visitors.</li> <li>Window Cleaning</li> </ul>   |
| Fencing, gates, sheds, decking | <ul style="list-style-type: none"> <li>Repair, maintain or replace fence or gate that divides tenant's home from a public area. For example, if the fence forms a boundary to an amenity green, service road or an alleyway which would allow access to the back garden.</li> <li><a href="#">Refer to Fencing Policy</a></li> </ul> | <ul style="list-style-type: none"> <li>Repair, maintain or replace fence or gate that divides tenant's home from their neighbours.</li> <li>Gates and fencing installed by tenant.</li> <li>Decking either installed by tenant or accepted when tenancy started.</li> <li>Fence will not be installed to separate front and rear gardens, or to keep pets, animals, children or persons in or out of gardens. Tenants are responsible to ensure their belongings are adequately protected.</li> <li>Fence painting</li> </ul> |

|                            | BMSDC Responsibilities   | Tenant Responsibilities   |
|----------------------------|--|---|
|                            |  | <ul style="list-style-type: none"> <li>Alterations to fences and gates erected by the Council is subject to a Tenant Alteration Application</li> <li>No new gate openings are to be created</li> </ul>  |
| Garden & Footpaths & Walls | <ul style="list-style-type: none"> <li>Brick Walls</li> <li>Footpaths - Front access path edging around the building (apron) and manholes are Council's responsibility.</li> <li>Drives (only if installed with the property)</li> <li>Communal Washing Lines</li> </ul> | <ul style="list-style-type: none"> <li>Dustbins</li> <li>Wooden sheds</li> <li>Trees</li> <li>Shrubs</li> <li>Lawn maintenance</li> <li>Side and Rear Garden paths, Patios and hardstandings.</li> <li>Drives (if installed by the tenant under an alterations request)</li> <li>Personal washing lines, Clothes posts (Fixed and Rotary Dryers)</li> </ul>   |
| Decoration                 | <ul style="list-style-type: none"> <li>External decoration (part of a planned programme)</li> </ul>  | <ul style="list-style-type: none"> <li>Internal decoration in line with tenant obligations in tenancy agreement</li> <li>Replacing fittings discoloured through smoking</li> </ul>  |
| Garages & outbuildings     | <ul style="list-style-type: none"> <li>Garage Roofs</li> <li>Garage Doors (excluding locks)</li> </ul>   | <ul style="list-style-type: none"> <li>Locks to garages, sheds, and outbuildings</li> </ul>   |
| Other                      |  | <ul style="list-style-type: none"> <li>Other fixtures and fittings such as: <ul style="list-style-type: none"> <li>Light bulbs</li> <li>Coat hooks</li> <li>Telephone ports</li> <li>Aerials/Satellite Dishes</li> <li>Curtain Poles</li> </ul> </li> <li>Maintenance, repair and replacement of any item fitted by tenant or gifted at sign up.</li> <li>Repair/replace carpets, laminates and over floor coverings either installed by tenant or gifted.</li> </ul> |
| Tenant Alterations         |  | <ul style="list-style-type: none"> <li>Repairs and replacement e.g. replacing of internal doors (alterations to be authorised and inspected by the Councils prior to installation)</li> </ul>   |
| Pest Control               | Communal areas   | <ul style="list-style-type: none"> <li>Pest control or pest infestation within the property.</li> </ul>   |

|                    | BMSDC Responsibilities   | Tenant Responsibilities |
|--------------------|--|-------------------------|
| Aids & Adaptations | <ul style="list-style-type: none"> <li>• <a href="#">On referrals from Occupational Therapist</a></li> </ul> |                         |

- 5.3 Although you are also responsible for the repairs listed above, we will give help and advice in getting these completed. We may be able to complete these works on your behalf as rechargeable works and we will provide you with a quote if you wish us to do this.
- 5.4 You should also report criminal damage or vandalism to the police (you will be given an incident number).
- 5.5 You also have personal responsibility to ensure you use your home and its fixtures and fittings in a responsible manner which does not put you, other tenants, visitors, or neighbours at risk.

## 6. Mutual Exchange

- 6.1 If you move home as part of a mutual exchange, you may find that you are responsible for some additional repairs. This can happen when a previous tenant made alterations or installed non-standard Council fixtures and fittings. Before agreeing to an exchange, you should check very carefully whether any work of this kind has been carried out and be prepared to take over responsibility for these repairs if the exchange goes ahead.
- 6.2 A Housing Repairs Officer will carry out a property inspection and a Council electrician will undertake an electrical inspection of your current home before you exchange. In some instances, you will be expected to put right anything that is considered to be dangerous before you are allowed to move, but you will be made aware of this at the time the inspection is made. In such cases, a follow-up inspection will be required to check the work is completed to a satisfactory standard before the exchange can take place.
- 6.3 It is up to the incoming tenant to make sure that all fixtures and fittings are present when they move into a property and discuss any issues of concern with the previous outgoing exchange tenant. If the outgoing tenant has carried out any alterations to fixtures and fittings that should later become defective, then these will be your responsibility to repair.
- 6.4 The Councils may assist if the installation replaces a fixture or fitting and it has exceeded its expected life, or if you are willing to meet the cost of replacement. The Council will only, however, replace with its standard fittings. An example is where a tenant has installed their own tiles or kitchen units. We will not try to match any replacements, but will install Council standard parts, even if they do not match.
- 6.5 Where a customer has moved through a mutual exchange the following restrictions will apply:
  - The property is taken as seen. All responsibilities of the outgoing tenant will be inherited by the incoming tenant.
  - Repairs and maintenance responsibility of items installed by the outgoing customer will be inherited by the incoming customer.
- 6.6 Any alterations carried out by the outgoing customer that do not conform to our standards will be treated as Rechargeable Works as outlined in Section 7.4 of this policy.

## 7. Types of Repairs

### 7.1 Responsive Repairs

- 7.1.1 These are remedial works to broken, damaged or defective parts of the fabric of the building or the external area and include work to plumbing, electrical systems, heating, and lighting. Where a 'make safe' repair is necessary, for example work(s) necessary to prevent further damage to a property or danger to a resident, boarding up of a window etc, the Councils will attend promptly and carry out a remedial repair.



Responsive repairs are reactive in nature with the Councils being notified by a tenant, councillor, member of staff or contractor. Refer to **Section 11 Repairs Categories and Priorities**.

## 7.2 **Planned Maintenance**

7.2.1 Programmes of work is the upkeep of housing stock which are repeated at regular intervals, for example, painting the exterior. Cyclical works planned bathroom and kitchen replacement are examples of proactive planned maintenance. The purpose of undertaking planned maintenance is to keep buildings in good order by maintaining plumbing and electrical systems, lifts and so on: this reduces the number of breakdowns and the need for responsive repairs. The Council sends building surveys and other building related information to residents as necessary.

## 7.3 **Adaptations**

7.3.1 The Council supports independent living by making necessary alterations to meet the needs of residents who are infirm or living with a disability. These adaptations to the structure, fixtures, or fittings are typically recommended by an Occupational Therapist following a comprehensive health assessment. Examples of such adaptations include the conversion of traditional bathrooms into wet rooms, and the installation of ramps, and other accessibility features.

7.3.2 For minor adaptations, such as grab rails, handrails, stair rails, lever taps, fixed or wall-mounted shower seats, assistive technology and raised electrical sockets, the Council will accept referrals from medical practitioners. However, in cases where the Council deems it necessary, a referral from an Occupational Therapist may be required to ensure that the adaptations fully meet the specific needs of the resident.

7.3.3 Once a property has been adapted, the Council remains responsible for the ongoing maintenance and repair of the property and any installed adaptations.

7.3.4 All adaptations are done in line with our Adaptations Policy.

## 7.4 **Rechargeable Repairs**

7.4.1 The Councils will charge for damage to its property which is not the result of normal wear and tear. All costs will be recovered in full and payable in advance. Possible exceptions are emergency works required for health and safety reasons, or where failure to act could damage the structure of the property and/or an adjoining property where we will carry out the work and invoice tenant following completion.

7.4.2 Tenants have a shared responsibility for the repair and maintenance of the property as set out in your tenancy agreement.

7.4.3 If you fail to adequately repair any damage caused to a Council property that you, a member of your household, a visitor to the property or your pets cause and the Council has to carry out repairs, the tenant must reimburse the Council for any reasonable costs the Council incurs in carrying out those repairs. This includes repairs to:

- the property
- the internal fixtures and fittings
- the installations or to the communal areas
- the cost of cleaning any blockage to drains or waste pipes
- Wrapping/painting of kitchen cupboards and tiles
- DIY that does not comply with regulations, for example, additional electrical sockets installed.

7.4.7 It is our policy to reclaim the cost of a repair, inclusive of VAT as applicable, from tenants if they, their family or visitors have caused damage deliberately, maliciously or

through neglect. We can invoice you for these costs in which case any failure to pay will be treated as a breach of the Tenancy Agreement.

7.4.8 You must replace locks or lost keys if you lose your keys or reimburse us for such costs if you ask us to do this for you.

7.4.9 We will re-charge for any repairs, false calls and unnecessary visits reported out of hours that are not emergencies.

7.4.10 Please refer to Section 5 for full details regards repairs responsibilities and refer to the Councils [Recharge Policy](#).

## 7.5 Void Repairs

7.5.1 A void repair takes place before a new customer moves into the property, or when no one is occupying the property. This could be a new or improved property, where a previous tenant has given notice, an abandoned property or a property becoming vacant following the death of a residing tenant. Sometimes, there may be repairs identified during the void period which are carried out after the property has been relet, however, we will try to keep this to a minimum and will make the incoming tenant aware of what repairs are outstanding. These repairs will not be related to health and safety issues.

## 7.6 Insurance Repairs

7.6.1 Each property managed by the Councils is covered by a buildings insurance policy. Repairs that may be covered under the insurance policy include those needed following criminal damage, fire, flood, subsidence, or storm damage.

7.6.2 Whilst the Council insures the building which residents live in it does not insure the contents of their home we therefore advise that tenants take out their own home contents insurance as the Councils insurance policy would not cover damage to tenants own possessions.

7.6.3 The Councils will not be responsible for personal items damaged due to a repair being required, for example, carpets and other items damaged due to a leak, and this should be covered by tenants own contents insurance.

7.6.4 Tenants should be aware that insurance repair timescales may be longer than the normal timescales.

## 7.7 Repairs and damage due to domestic violence, hate crime or burglary

7.7.1 Where damage is caused by domestic violence, hate crime or burglary – or an attempt at any of these – and the incident is reported to the police and a crime reference number is obtained, then damage to the property will usually be repaired by us but any damage to your contents would be covered by your content's insurance.

## 7.8 End of tenancy

7.8.1 All tenants are responsible for ensuring any unauthorised alterations to the property are rectified and it is reinstated back to the original condition that it was in at the start of the tenancy agreement. Any works that the Councils need to undertake to address unauthorised works will be recharged to the outgoing tenant

## 8. Reporting a Repair

8.1 The Councils offer a range of methods for residents to report repairs. Tenants can report a repair by the following:

- Telephone calling [0300 123 4000](tel:03001234000) option 3,
- Online through its: [Request a Repair](#) service

- Face to face at our [customer access points](#)
- Emergency repairs should be reported by telephone on the number above

8.2 To assist our team please have the following information available:

- As much detail of the problem as possible
- Any access issues
- Up to date contact details including mobile phone numbers and e-mail addresses
- Information on vulnerabilities, reasonable adjustments or specific needs we need to consider.

8.3 We will always aim to offer suitable appointments to complete the repair by:

- Offering you either an AM (8am – 12pm) or PM (12pm – 4pm) appointment time where possible.
- Confirming all appointments by email or text, a reminder will be sent the day before the appointment and on the day when the operative is on their way.
- Aiming to complete repairs within one visit whenever possible, however where works need to dry out, we need specialist parts, or we need to engage a third-party contractor we may need to arrange a follow-on appointment.
- Ensuring that we keep you informed of the program of works via email, text or telephone where works that are not able to be completed on the first visit require a follow-on appointment. Where possible, our trades team will make a follow-on appointment with you at their first visit, if this is not possible, we will contact you within 1 working day to book a follow-on appointment.
- If your repair will be carried out by one of our approved contract partners you will be contacted directly by them to arrange a date for the repair within 1 working day.

## 9. Missed or Changed appointments

9.1 Where there is a change to an appointment by us for any reason, we will;

- contact you to advise you of any changes to an appointment or if an operative is going to be late for an arranged appointment and will offer you an alternative time.

## 10. Allowing access into your home

10.1 Under the terms of your tenancy, you must allow us reasonable access to your home to carry out works. We will work with you to agree a time which best matches our operative's availability and a time which best suits you and must be someone over the age of 18 to allow access.

10.2 Where repairs or safety checks are required which could have a significant Health and Safety impact on both you and your neighbours, we may seek legal authorisation to gain entry known as an injunction. We may also contact any appointed person, such as a next of kin that we have on our records to try and gain access.

10.3 Please remember that on occasions you may not be aware of an issue in your property which is affecting your neighbours, we therefore ask for co-operation in helping solve these issues by providing access when requested.

10.4 Please also be aware that we do not always need you to be at home for us to carry out works, such as works in communal areas and some external works, such as guttering which is accessible from outside.

10.5 In some circumstances it may be necessary to move you to an alternative property on a temporary basis known as a decant whilst more intrusive works are carried out.

## 11. Repair Categories and Response Times

- 11.1 When you report a repair to us, we will advise you of the priority and where possible an appointment date within the repair priorities listed below. Our repair priorities are listed below and are in line with the [Right to Repair Legislation](#).
- 11.2 There will be some circumstances and specific repairs which will need to be carried out by an approved council contractor. When this happens, we will inform you at the time of logging the repair and our contractors will contact you directly to arrange an appointment within 1 working day of reporting the repair. All repairs will still be done in line with our response times below.
- 11.3 If you prefer, we can book your appointment outside of these time frames, except for health and safety issues, just let us know.
- 11.4 If for any reason you need to chase up a repair that has fallen outside of our response times we will contact you within 1 working day to arrange an appointment.

Figure 2.

| Repair Priority | Example   | Response Time (working days)   |
|-----------------|---|--|
| Emergencies     | <ul style="list-style-type: none"> <li>• Gas leaks.</li> <li>• Electricity power cuts (check with UK Power Networks in first instance)</li> <li>• Bare electrical wiring</li> <li>• Electrical fittings coming into contact with water.</li> <li>• No heating in severely cold weather</li> <li>• Heating or hot water not working between 1 November and 30 April.</li> <li>• Burst pipes.</li> <li>• Burst storage tanks.</li> <li>• Overflowing sewage</li> <li>• Broken external doors.</li> <li>• Broken Lifts</li> <li>• Damp &amp; Mould if tenant has chronic medical condition (Cat 1) (24-hour Response)</li> </ul>                               | 24 hours or 4 hours if the issue presents a serious risk to tenant safety or to property |
| Urgent          | <ul style="list-style-type: none"> <li>• Emergency repairs that we have already made safe</li> <li>• Partial loss of electric power</li> <li>• Partial loss of water supply</li> <li>• Heating or hot water not working between 1 May and 31 October</li> <li>• Blocked sink, bath or basin (this is tenant responsibility we only do external drains)</li> <li>• Tap or stop valve that cannot be turned</li> <li>• Leaking roof that is containable</li> <li>• Door entry phone not working</li> <li>• Mechanical extractor fan not working</li> <li>• Loose or detached banister or handrail</li> <li>• Rotten timber flooring or stair tread</li> </ul> | 5 Days   |
| Routine         | <p>Non urgent work where the repair does not cause immediate inconvenience or pose any danger to occupants or the public for example.</p> <ul style="list-style-type: none"> <li>• Renewing tiles</li> <li>• Sealant to bathtubs and sinks</li> <li>• Repairs to plaster</li> </ul>   | 20 days  |

| Repair Priority      | Example   | Response Time (working days)   |
|----------------------|---|--|
|                      | <ul style="list-style-type: none"> <li>Toilet not flushing (when there is another toilet in the property)</li> </ul>  |  |
| Planned Repairs      | <p>We plan to do work that doesn't fit into the other categories as this is the most efficient way of working, examples include:</p> <ul style="list-style-type: none"> <li>Repairing fencing</li> <li>Fitting windows/doors</li> <li>Roofing repair work</li> </ul>  | 90 days  |
| Out of Hours Repairs | <p>If you have an emergency repair outside our office hours 4pm to 8am Mon-Fri, All day Saturday, Sunday and Bank Holidays.</p> <p>Only issues that pose an immediate risk to health will be dealt with by the out of hours emergency repairs service: that is issues which present a serious risk to tenant safety or to the property itself, for example:</p> <ul style="list-style-type: none"> <li>Serious Leaks and burst pipes</li> <li>Unsafe wiring</li> <li>Unsecured doors or windows that require boarding up</li> </ul> <p>In all cases the primary objective is to 'make safe' therefore it may be necessary for a follow-up visit to complete the repair fully.</p> <p><b><u>For Gas Leaks immediately call the National Grids free Gas Emergency Services on 0800 111 999. Then take the following actions:</u></b></p> <ul style="list-style-type: none"> <li>Open all your doors and windows</li> <li>Do not turn on or off any electrical switches</li> <li>Put out all flames, do not smoke, strike matches or do anything which could cause ignition</li> <li>If there are any electrical security entry phones or locks to your home, open them manually.</li> </ul> | 24 hours or 4 hours if the issue presents a serious risk to tenant safety or to property |

## 12. Restrictions on the repair service

12.1 Where a tenant is in breach of their tenancy conditions in relation to payment of rent, anti-social behaviour (including behaviour towards our staff) or causes deliberate damage to our property, the Repairs Service may be limited to emergency works, health and safety related works and Right to Repair works only. Other scenarios where the service may be restricted include:

- You have missed 3 consecutive appointments for repairs in the past 6 months
- Have not paid your rent on time for at least 12 weeks
- Have rent arrears, unless a repayment arrangement has been kept to for at least 12 weeks
- Have any breaches of tenancy such as an antisocial behaviour order or notice of possession
- Owe the landlord any other money, such as for rechargeable repairs or other services

- You have a proven history of violent or abusive behaviour towards our staff or its representatives
- Have a proven unreasonable use of the repairs service
- You have started the right to buy process
- An abandonment notice has been issued

12.2 If your home is due to have planned work done in the next year repairs will only be ordered if the fault:

- Is an emergency
- Poses a health and safety risk to you
- Is covered by the "Right to Repair"
- Is unrelated to the planned works
- Is causing serious inconvenience to you

### **13. Alterations and Improvements**

13.1 Tenants have the right to carry out alterations or improvements to their homes, provided that any such alterations have first been approved by the Councils in consultation with the Councils Surveyor. Consent will not be unreasonably withheld or delayed. This applies equally to the installation of aerials and satellite dishes.

13.2 In certain circumstances, approval may also need to be sought from the Local Authority Planning Department, especially if the property is in a conservation area.

13.3 It will be considered a breach of a tenant's tenancy conditions if alterations are carried out without prior consent. Any unauthorised alterations which may cause a hazard, cause damage to the interior or structure of the building or does not conform to building regulations will be remedied by the Councils and the tenant will be recharged for the cost of putting things right as laid out in the [Rechargeable Repairs Policy](#).

13.4 Tenants themselves are responsible for the ongoing maintenance and repair of any improvements or alterations they have carried out unless an alteration or improvement has been made under the Adaptations Policy.

13.5 Tenants are strongly advised to take out insurance to cover any repairs to their alterations and adaptations as the Councils will only reinstate to the original condition e.g. the Councils will not repair or replace flooring laid by the tenant and damaged by a water leak.

13.6 Listed below are examples of the type of alterations that would need our approval:

- Bath fixtures
- Conservatories
- Doors
- Electrical fittings/sockets
- Extensions
- Fences
- Fires and fireplaces
- Floors
- Garages
- Heating and heating fittings
- Hedges
- Kitchen units/vents
- Porches
- Sheds
- Satellite dishes
- Showers
- Trees
- T.V. aerials
- Walls
- Water meters

- Windows

## 14. Planned Maintenance Programme and Cyclical Works

- 14.1 The Councils aim to maintain all our properties and the housing land around them in good condition through programmes of planned works which are drawn together mainly from information on the Stock Condition Survey (*see section 15*), but also from customer consultation, maintenance staff recommendations and made safe responsive repairs.
- 14.2 We are committed to undertake programmes of improvements to our homes and properties to ensure that they meet the expectations of our customers.
- 14.3 We will look to renew certain aspects and component parts of our properties that have or are reaching the end of their useful life. Please see table below for estimated life cycles:

**Figure 3.**

| Component             | Timeframe  |
|-----------------------|--|
| Kitchen               | 20 years   |
| Bathroom              | 30 years   |
| External Doors        | 30 years   |
| Windows               | 30 years   |
| Roofs/Rainwater goods | 60 years   |
| Boiler                | 12 – 15 years  |
| Electrical PIR        | 10 years*<br>*5 years for electrically heated properties |

- 14.4 Other planned maintenance includes:
- External decorations including re-decorations externally and to communal areas,
  - Fencing and paving programmes,
  - Energy efficiency works,
  - The provision of door entry systems and additional lighting,
  - Fire risk assessment recommendations,
  - Renewal of the roof/guttering
  - Structural repairs to the building, such as repointing external walls
  - Removal of asbestos (where it is safe to do so)
- 14.5 Cyclical works are the responsibility of BMSDC and are carried out on a regular basis as part of a cycle of planned maintenance to keep the properties in good condition. Tenants will be informed in advance of any cyclical works. The following are examples of the most common cyclical works.
- External Painting, painting of the exterior of the property and any associated maintenance works
  - Internal painting, painting of communal areas of the building such as staircases, hallways and landings and any associated maintenance works.

## 15. Stock Condition Survey

- 15.1 We keep an up-to-date register of the condition of our properties known as the 'stock condition survey'. The register is 'live' and is updated as planned maintenance works are completed.
- 15.2 A minimum 20% of stock will be inspected each year to ensure the accuracy of the register. The stock condition survey data will be used to programme planned maintenance and improvement programmes.

15.3 Stock condition information will also be provided upon sign up of a new tenancy or once a mutual exchange has taken place.

## **16. Gas and Electrical Safety**

16.1 The Councils have a legal responsibility to arrange an annual inspection of every gas appliance as required by the Gas Safety Regulations. Members will be notified in advance of the engineer's visit and are expected to provide access at the pre-arranged time.

16.2 It is the responsibility of the Councils to carry out periodic electrical inspections of the properties. An inspection should take place at least once every five years and tenants are expected to provide access at a pre-arranged appointment time.

16.3 Continued failure to provide access will be considered a breach of tenancy and in such cases, the Councils will take legal action to enforce access.

## **17. Damp and Mould**

17.1 The Councils will review all reported mould or dampness to a dwelling. Depending on the severity of the issue one of the following two approaches will take place:

- for severe cases of dampness or mould growth within a property a survey will take place by a BMSDC Surveyor or appointed contractor – any required repairs identified by the surveyor will take place as routine repair within the 20-day target time. Where dehumidifiers are required because of Damp and mould caused by a building defect BMSDC will cover the running costs of the units.
- Where the occurrence of Damp and Mould persists, after all identified building defects have remedied, BMSDC will install environmental sensors to help identify the cause of the Damp and Mould.

17.2 All tenants have a responsibility to maintain the property to a good condition. This includes managing the environment in your home to prevent the occurrence of condensation related mould including wiping down surfaces where condensation has formed. If mould does occur, you should clean this down using a fungicidal wash solution.

17.3 Advice on how to prevent the occurrence of mould within the home can be obtained from [Health and Safety](#) section of our website.

## **18. New build properties**

18.1 There is a 12-month defect period for new build properties during this period please report anything you suspect to be a defect during this period to the Councils.

18.2 For non-emergency defect repairs, you can report defects online here [Request a Repair](#)  
Or by emailing [defects@baberghmidsuffolk.gov.uk](mailto:defects@baberghmidsuffolk.gov.uk)

18.3 For emergency/urgent repairs these must be reported to us immediately by calling **0300 123 4000**

18.4 If you have an emergency repair outside opening hours (after 5pm during the week, or at weekends) please call **0808 168 7794**

## **19. Code of Conduct**

19.1 The Councils have in place a code of conduct for our own staff and external contractors who carry out repairs on our behalf. In addition, we take seriously any action by residents who harass or threaten to harass or use violence towards Council staff, agents or contractors. We always take action to protect our staff where such circumstances arise. In extreme circumstances this may involve police action.

19.2 We also take any reports of staff or contractor misconduct seriously and will investigate any allegations of this nature.

## **20. Key Performance Indicators**



- 20.1 The Councils Housing Repairs & Maintenance Team reviews key performance indicators (KPI's) across repairs and asset management on a regular basis to ensure that the repairs and maintenance service is delivered to a high standard. These KPI's are also used to benchmark the service against our peers. Regular performance reporting is made visible to councillors and leadership.

## **21. Compensation**

- 21.1 For all works undertaken within the vicinity of a customer's home (internally and/or externally), all reasonable precautions will be taken to complete the works without causing damage to customer's belongings or fittings. Where damage is proven to be caused by the Councils, and the cause of the damage can be attributed to accidental damage or poor working practices, compensation may be paid. Compensation will be assessed in line with our compensation policy.
- 21.2 If prior to undertaking work it is clear work cannot be completed with risk of damage to the customer's personal belongings and fittings, then the customer must sign a disclaimer before works are able to begin (i.e. removal of carpet or furniture to access floorboards). In these circumstances the Councils will take the utmost care and attention not to cause damage, but where damage is caused by the Councils or their contractor we will be responsible for making good any damage caused. Please refer to Councils [Compensation Policy](#).

## **22. Customer Satisfaction and Complaints**

- 22.1 We monitor customer satisfaction through surveys carried out following completion of a repair. This feedback and insight help us make informed decisions regarding service improvement.
- 22.2 If tenants at any time feel dissatisfied with the service, they have been provided or treated unfairly throughout the repairs process they can raise a complaint in accordance with our [Complaints Policy](#).
- 21.3 We also use lessons learned from complaints to identify service improvement or policy or procedural changes that need to take place as a result of the feedback received. The lessons learnt and evidence of changes made as a result are shared quarterly with the Housing Complaints Task Force.

## **23. Resident Involvement and Consultation**

- 23.1 This policy has been shared with our Tenant Board and our Residents Readers panel to ensure that the policy is clear and understandable. All recommendations made as a result have been used in the development of this policy.

## **24. Equality, Diversity and Inclusion**

- 24.1 The Councils are committed to their duties in line with the Equality Act 2010 to ensure that our policies and practices do not discriminate against any protected characteristics. Where we are aware of a tenant vulnerability, we will consider their needs and make reasonable adjustments where required to ensure tenants do not face any additional barriers when accessing our service. We will record relevant support needs on our systems and use this information to ensure we tailor our approach to the individual needs of our tenants.
- 24.2 An Equality Impact Assessment has been carried out as part of the development of this policy, which will be reviewed as and when required.

## 25. Monitoring, Review and Accountability

25.1 This policy will be reviewed every three years or when needed to incorporate legislative and/or regulatory amendments and best practice developments. Any minor amendments to the policy will be taken by the Director of Housing as part of their delegated authority.

| <b>Version</b> | <b>Date</b>  | <b>Author</b>   | <b>Rationale</b> |
|----------------|--------------|---|------------------|
| 1.0            | October 2024 | Head of Operations and DLO<br>Head of Assets, Investment and Compliance | New Policy       |