



<b>Policy title:</b>	Repairs, Maintenance, and Improvements Policy		
<b>Scope:</b>	Aspire Housing		
<b>Policy owner &amp; job title:</b>	Executive Director of Customer Experience		
<b>Approver:</b>	Executive Team		
<b>Date:</b>	April 2022	<b>Review Due Date:</b>	April 2023

## 1.0 Policy Summary

This policy sets out our approach to repairing, maintaining, and improving our homes. At its heart, we will keep our customers safe and ensure our homes are well maintained.

This policy only applies to customers living in social and affordable rented homes with assured, secure, or assured shorthold tenancies. It includes works up to and including the individual property boundary and shared communal areas.

This policy is aligned with other relevant corporate policies and will be amended to reflect any changes in these.

The Group Chief Executive, Executive Director of Customer Experience, Director of Maintenance, Operations Manager (Aspire Maintenance) are responsible for ensuring the delivery of this policy and compliance with legal and regulatory requirements.

## 1.1 Legal and Regulatory Framework

Below are the key legal and regulatory requirements relating to repairing, maintaining, and improving our homes. This is not an exhaustive list and there are numerous other requirements that we will adhere to.

- **Health and Safety at Work etc. Act 1974**
- **Landlord and Tenant Act 1985**
- **Defective Premises Act 1972**
- **Environmental Protection Act 1990**
- **Regulator of Social Housing's Home Standard**
- **Equality and Diversity**

We are committed to eliminating all forms of discrimination against customers. We will ensure that all customers are able to access the service and that any barriers are identified and addressed with the customer. Particular regard will be given to identifying vulnerable tenants who may require support with using the service and meeting their obligations.

## **1.2 Associated Policies and Procedures**

- Asset Management Strategy
- Electrical Safety Policy
- Gas Safety, Alternative Heating Sources & Carbon Monoxide Policy
- Residential Leasehold Management Policy
- Adaptations Policy
- Tenancy Agreement
- Compensation Policy
- Complaints Policy
- Lettable Standard
- Asbestos Management Plan
- Health and Safety Policy
- Group Code of Conduct and Probity Policy

## **1.3 Policy Statement**

### **Homes**

We will adhere to all relevant legal and regulatory requirements relating to repairing, maintaining, and improving our homes.

We will ensure our staff, agents, and contractors are suitably qualified and experienced to undertake repair, maintenance, and improvement works in a safe and professional manner.

We will regularly assess the condition of our homes, which will inform our future maintenance and planned improvement works.

We will repair and maintain homes to our agreed lettable standard. We will undertake improvement works where homes fall below this standard, or we when we raise our lettable standard. We will bring empty homes up to our lettable

standard. We will dispose of homes that are uneconomic to repair, maintain, or improve to meet our lettable standard.

We will provide a reliable and cost-effective repairs, maintenance, and improvement service that delivers value for money and completes work right first time. We will regularly measure and review performance to ensure we and our agents and contractors are delivering an effective service.

We will maintain existing boundaries and fencing in our ownership.

We will promote environmentally friendly and sustainable working practices, materials, and specifications wherever practicable.

### **Customers**

We will provide services that are easily accessible at a time and in a way to suit our customers to ensure we deliver high standards of customer care. We will ensure customers can report a repair through any of our contact channels. We will operate an 'out of hours' emergency repairs service every day of the year that is accessed by telephone.

We will publish target timescales for responding to a customer repair requests for their homes or communal areas and aim to complete the works within this timeframe and wherever possible right first time. We will always prioritise repairs where there is an immediate risk of danger to our customers or any visitors. (See Appendix A). If we fail to keep to an appointment, we will apologise, and in extenuating circumstances compensate the customer based on provision of substantial evidence and prioritise a rearranged appointment at the earliest opportunity.

We will refer customers of new build homes covered by a warranty to the appropriate maintenance contractor. We will undertake the works to make safe if it presents an immediate danger.

Once a customer has applied to buy their home, we will only carry out emergency and routine repairs which we are our responsibility prior to the completion of the purchase.

Pre-inspections may be required in advance of repairs taking place to assess the extent of the work or materials required. Where an inspection is necessary, we will inform the customer of this, and an inspection appointment will be made on a mutually agreed date.

We will ensure we meet the needs of each customer when delivering repairs, maintenance, or improvement works to their home.

We will ensure we keep customers informed and updated on repairs, maintenance, or improvement works to their home. Additionally, customer will fulfil their obligations and responsibilities to allow us access to their home, keep their home in a good condition, to tell us if there are any repairs needed, to seek our consent for any improvement works they wish to undertake.

We will regularly survey customer satisfaction and will use this feedback and learning to improve how we repair, maintain, and improve our homes.

We will recharge customers for any repairs that are due to wilful damage, neglect, misuse, or abuse. We will assess a customer's vulnerability and ability to pay when making decisions to recharge. We will not recharge:

- the family of a customer who has passed away if there is no estate.
- when a customer is admitted to residential care and has no means to pay.
- where the customer has been a victim of a serious crime that has been reported to the Police and has a crime reference number or other supporting evidence; and
- where the damage is accidental and is a result of a customer's identified vulnerability.

We will consult leaseholders on any chargeable works that require statutory consultation above a minimum cost threshold. Leaseholders repair responsibilities are set out under section 1.6 Leaseholder Obligations.

#### **1.4 Categorisation of Repairs**

When a request for a repair is received, we will prioritise that repair dependent on the severity and personal circumstances of the customer through the following categories set out below.

<b>Category</b>	<b>Response Time</b>
Immediate Danger	4 Hours
Emergency Repair	24 Hours
Routine Repair	28 Working Days
Major Repair	90 Working Days

#### **Immediate Danger**

This category is for repairs where there is an immediate danger to the health and safety of the occupant or risk of serious damage to the property if swift remedial action is not taken. Whilst every effort will be made to undertake a full repair when responding to any repair request, this may not always be possible for an immediately dangerous situation and the remedial action taken may be to turn off the water, gas or electric to make a property safe (dependent on circumstance) and a further repair visit for follow on work may be required. These types of repairs can only be reported via telephone.

### **Emergency Repair**

An emergency repair may be required when a more urgent response is necessary but there is no immediate danger to the occupant or property, generally these types of repairs will cause a higher level of inconvenience for the customer compared to a routine repair and can only be reported via telephone.

### **Routine Repair**

A routine repair is non-urgent work carried out to maintain our customer's homes or a component in it, until the next cycle of planned programme. Most repairs will fall into this category considering they do not carry a risk of danger to the occupant or serious damage to the property and can be reported via the self-service website, live chat, telephone, email, and letter or through Aspire colleague's customer's homes.

### **Major Repair**

This category is for our large repair works and is generally considered to be any repair which will take longer than one day to complete and/or may form part of a planned programme of works. These repairs will require a pre inspection to ascertain materials, labour hours and any specialist equipment such as machinery or scaffolding requirements.

### **Appendix A**

The below list gives examples of the categorisation of specific repairs, but these lists are not exhaustive, and each case will be assessed on its merits.

<b>Immediate Danger (Within 4 hours)</b>	<b>Emergency Repair (Within 24 hours)</b>
Fire	Total loss of power
Serious floods	Communal lighting not working

Structural damage	Insecure properties
CO alerts	No Hot Water
Gas Leaks	Blocked toilet or drains
Unsafe electrical fittings	No Heating
Unsafe Gas Fittings	Fire alarm failure
<b>Minor Repairs (Within 28 working days)</b>	<b>Major Repair (Within 90 working days)</b>
Containable water leaks	Path/Driveway replacement
Toilet not flushing	Groundwork's
Dripping taps	Major roof repairs
Shower not working	External Brick wall repair or replacement
Internal doors and woodwork	Large Plastering works
Patch Plastering	Guttering works

### **1.5 Landlord and Customer Repair Responsibilities**

The responsibilities contained in this section generally apply to customers living in individual rented properties. However, reference should be made to individual tenancy agreements as these set out the specific contractual responsibilities for Aspire and our tenants. Schemes may have different arrangements outlined for landlord and tenant responsibilities, especially in relation to specialist equipment (e.g., replacing lamps/bulbs in specialist fittings).

Detailed below are the responsibilities of Aspire:

#### **Structural and Exterior of the Property**

We are responsible for keeping in repair the structure and exterior of a customer's home and the building in which it is situated. This includes:

- Foundations
- Roof

- Outside walls
- External decoration
- External doors, frames, jambs, thresholds, fasteners/locks (except where lock replacement is required because of the customer locking themselves out), necessary painting
- External windows, including sills, frames, catches, window fasteners/locks, sash cords, glazing putties, failed double glazing units, necessary painting (smashed glass will only be replaced if it is a result of a crime and there is a crime reference number)
- Internal walls (repair not decoration)
- Skirting boards
- Ceilings and plasterwork (excluding minor cracks, painting, and decorating)
- Internal doors, frames, jambs, fasteners (excluding painting)
- Post boxes (in blocks of flats)
- Floors (but not floor coverings – unless damaged in floor repairs)
- Chimneys
- Pathways, Steps, or other means of access
- Garages and stores that are part of the property
- Pests (only where point of entry has been shown because of a design fault or damage to the exterior of the property or fleas within the first 3 months of occupancy)
- Pests (where an 'Environmental Health Notice' has been threatened or issued to Aspire)
- Pests in communal areas.

### **Gas, Water and Electricity**

We are responsible for repairing all leaks. We are responsible for keeping in repair and working order installations for the supply of water, gas, and electricity. This includes:

- Basins
- Sinks
- Baths
- Toilets
- Showers (including riser rails)
- Flushing systems and waste pipes
- Taps and washers.
- Electrical wiring
- Gas and waterpipes
- Stop taps.
- Water and space heaters
- Fireplaces
- Fitted fires (gas and solid fuel fires will be removed as per our policy)
- Sockets
- Light fittings including sealed units and fluorescent tubes (excluding bulbs)

- Drains
- Gutters
- External pipes

### **Communal Areas**

We will ensure that the communal areas are kept in reasonable repair and are fit for use. This includes keeping communal area lighting and entry phones in working order. It is our responsibility any communal parts decorated.

### **Insurance**

We are responsible for insuring the properties which we own. Any works that Aspire is obliged to carry out as the landlord may be covered by the building's insurance.

### **Customer responsibilities:**

- Keep the inside of their home clean and in good condition.
- Keep gardens and communal areas clean and tidy. This includes maintain grass, plants, and tree branches within the property boundaries so as not to cause a nuisance to other customers (schemes will have grounds maintenance provisions)
- Undertake minor repairs (see below)
- Avoid doing anything which may result in blockages to pipes and drains (e.g., disposing of fat, oil, sanitary products, nappies etc down toilets or sinks)
- Use fixtures and fittings for the purpose for which they were intended (e.g., not using worktops as chopping boards etc.)
- Take responsibility for pest control, including vermin removal (rats or mice in dwelling), wasp/bee's nests and de-infestation, except where point of entry has been shown to be because of a design fault or damage to the exterior of the property.
- Make the lifestyle changes necessary to resolve instances of condensation such as not drying washing indoors or leaving extractor fans switched off. Where condensation is the likely cause of any reported dampness, Aspire will advise customers of the action they need to take to deal with the problem and prevent further incidences, Interior, and exterior of a property.
- Door locks and keys (Aspire will only replace front door locks free of charge if the damage is the result of a crime, where a police crime reference number must be provided)
- Fitting extra locks and catches
- Replacing showerheads and shower curtains. Replacement showerheads must be compatible with the shower type and model installed. Defects or



repairs arising from use of unsuitable showerheads will be charged to the customer.

- Clearing blocked sinks, basins, bath, or shower waste pipes
- Clearing blocked toilets where blockage originates within the dwelling.
- Cleaning and de-scaling toilets, wash basins, baths, and showers
- Replacement of bath and basin plugs and chains.
- Supply and installation of bathroom cabinets, towel rails, toilet roll holders and mirrors
- Replacing toilet seats and covers.
- Replacing shower curtains and rails.
- Making sure windows are opened regularly, particularly in the bathroom, kitchen, and bedrooms to avoid the formation of condensation and mould growth (we recognise that we have obligations under the Housing Act 2004 and the Environmental Protection Act 1990 to deal with certain cases of condensation and damp, these will be addressed following completion of a surveyor inspection)
- The supply and fitting of curtain rails
- Maintenance of any fixtures and appliances not fitted by Aspire.
- Installation and maintenance of gas cookers and maintenance of any gas appliances not fitted by Aspire, subject to the provisions of the Gas Safety, Alternative Heating Sources & Carbon Monoxide Policy
- Re-lighting boilers and setting heating controls.
- Re-setting trip switches
- Customer installed battery operated smoke alarms.
- Internal painting and decorating
- Maintenance or adjustment if tv aerials/satellite dishes serving individual dwellings.
- Floor coverings not fitted by Aspire.
- Adapting doors to accommodate carpets.
- Making good minor gaps between skirting and floors
- Plumbing in washing machines or dishwashers
- Replacing plugs, lamps, and customers' own light fittings
- Shelving, coat rails etc.
- Pest control, e.g., vermin removal (rats or mice in dwelling), wasp/bees' nests, de-infestation (refer to general provisions above)
- Rubbish clearance.
- Customers own fences and sheds
- Cleaning front areas
- Gardening at individual properties
- Garden maintenance including tree branches, hedges, bushes, and law cutting (for individual properties)
- Clothes lines, posts, tidy-dryers and rotary dryers other than those were installed by Aspire.
- Provision/replacement of dustbins (via Local Authority where appropriate)

Other minor repairs such as:

1. Renewal of sealant around bath, wash hand basin, kitchen sink and showers
2. Making good minor cracks to wall or ceiling plaster
3. Bleeding radiators
4. Changing light bulbs and fuses (except in some schemes)
5. Replacing doorbell batteries and bulbs (except in communal areas and entry phones)

## **1.6 Leaseholder Obligations**

We will identify on an annual basis in advance any works which may require statutory consultation under Section 20 of the Landlord and tenant Act 1985 (as amended). This will be any one-off works which are at a cost of £250+ per leaseholder or a long-term qualifying agreement which is at a cost of £100+ per leaseholder per annum.

Where it is not clear whether statutory consultation must be carried out, we will seek appropriate legal advice

Where we have a new build development that include communal parts (e.g., unadopted roads, parking) a sinking fund may be set up to recover the cost of replacing major capital items. The calculation of a sinking fund is based upon a professional assessment of the life expectancy of building components. The sinking fund is collected monthly from all leaseholders apart from those at Mill Rise extra care where it is collected in arrears upon the sale of the individual apartment.

The sinking fund avoids or offsets the need to pay large one-off sums when major works are required. To recover full cost, we must consult with leaseholders before ordering any major works unless it is an emergency.

Whether or not we are legally required to carry out consultation in compliance with the legislation, we may still wish to carry out more limited consultation, in line with our own general procedures and good practice.

### **Repair Responsibilities for Residential Leaseholders**

The responsibilities contained in this section generally apply to residential leaseholders. However, reference should be made to individual leasehold

agreements as these set out the specific contractual responsibilities for Aspire and our customers.

Additionally, leaseholders that sublet are responsible for ensuring that they always have a valid Gas safety certificate.

### **Landlord responsibilities**

For leaseholders living in flats or in a converted house Aspire is responsible for:

- Roof
- Outside walls, window frames and most outside doors
- Gutters and outside pipes
- Drains and gullies,
- Shared boundary walls and fences unless these are the leaseholders. responsibility under the terms of their lease
- Shared pathways and steps
- Shared areas inside the building
- Shared TV and entry phone equipment
- Shared alarm and fire safety equipment
- Lifts
- Pumped water systems
- Sewage systems

For leaseholders living in a house, Aspire (or the Freeholders if different to Aspire) is responsible for maintaining and repairing the communal land.

### **Leaseholder responsibilities**

Leaseholders living in flats or converted houses are responsible for all repairs, maintenance, and replacements to the inside of their home, plus the following services and utilities that within their flat only:

- Central heating (including the thermostat and programmer, boiler, pump, radiators, and pipework)
- Water tanks
- Inside walls and ceilings (for example the plaster finish and decorations), and the floors (including the floorboards and floor coverings)
- Joinery (for example, doors and door frames, door hinges, skirting boards, staircases, and banisters)
- Locks, latches, handles and window catches, sash cords and locks.
- Glass in windows and doors
- Chimney flues (including sweeping)
- Plasterwork

- Decoration
- Kitchen units and worktops
- Appliances such as cooker hoods, hobs, ovens, gas and electric fires, and night storage radiators
- Leaks from pipes within the leaseholder's home

### **Insurance**

- Leaseholders are responsible for insuring all their own contents.
- Leaseholders are responsible for submitting a claim to Aspire for the rectification of any damage to their residential property which is covered by the buildings insurance policy.
- Leaseholders are responsible for submitting claim for any works that Aspire is obliged to carry out as the landlord but may be covered by the builder's insurance.

### **Payment**

Leaseholders living in a house are responsible for all repairs to the inside and outside of their property

## **2.0 Empty Homes**

Aspire aims to inspect all properties prior to a property being vacated. Advice will be given to the outgoing customer on their obligations and any rechargeable repairs that are considered necessary.

Works to bring the property to Aspire Lettable Standard will generally be undertaken whilst the property is empty with works prioritised to minimise the length of time properties are vacant.

Planned improvements may not always be undertaken prior to the occupancy. A timescale will be agreed with the incoming customer for the completion of such works, depending on the timing of the proposed programme and condition of the relevant fittings and components.

## **3.0 Compliance and Cyclical Maintenance**

Aspire will ensure that all gas central heating systems and gas appliance that it is responsible for are serviced annually. Aspire has a Gas Safety, Alternative Heating Sources and Carbon Monoxide Policy that set out the approach to servicing and to dealing with those customers who prevent access to the property to carry out annual gas servicing, which may on occasion involve taking legal action.

Aspire will undertake a five-year electrical safety inspection of all properties as set out in the Electrical Safety Policy.

Aspire will also undertake regular servicing and testing of fire alarms, smoke alarms, carbon monoxide alarms and emergency lighting where these are provided by Aspire. Aspire-owned electrical equipment will be regularly safety tested and, where provided, firefighting equipment will be maintained.

Cyclical works are those that need to be done on a periodic basis. Aspire will plan and operate a seven-year external and internal painting programme for communal and common areas.

Decoration within the home is the responsibility of the customer other than when the property is first let when its decorative condition will meet the Aspire Lettable Standard unless otherwise agreed with the incoming customer. In these circumstances decoration vouchers maybe issued and customers asked to undertake their own work.

#### **4.0 Major Repairs**

Major repairs are jobs that requires more planning and or/resources than standard non-emergency repairs or where non-standard materials are required.

Major repairs will generally arise because of a repairs request made directly by a customer. In most case an inspection to determine the extent and most appropriate approach to the major repair will be required prior to approval being given for the work to go ahead.

Examples of major repairs include:

- Work covered by government legislation e.g., party walls
- Structural work such as floor heave or subsidence
- Repairs or renewal where scaffolding is required
- Extensive damp proofing work
- Large areas of paving
- Garage forecourt renewals
- Major Plastering works

For reasons of economy or efficiency, major works may be grouped together in programmed work and where possible linked to elements of the planned maintenance programme. As such the time within which major works are delivered may vary. The customer will be kept informed of timescales prior to work being undertaken.

#### **5.0 Fencing and Boundary Treatment**

Subject to the availability of resources, a planned Fencing and Boundary Renewal Programme will be carried out based upon stock condition information, strategic asset management requirements and intelligence gathered by Neighbourhood teams.

Fencing and gates may be provided in advance of planned programmed in the following instances:

- Where there are Health and Safety concerns, e.g., substantial difference in ground level at the boundary of areas of land in question.
- Where vulnerable boundaries exist e.g., adjacent to main roads and footpaths, border a canal or railway line embankment (either used or disused).
- To prevent anti-social behaviour/trespass where it is deemed to be a significant risk.
- Where the customers are deemed to be particularly vulnerable.
- Community Living schemes or in respect of elderly persons accommodation.

Any fencing installed by Aspire Housing will be repaired and maintained in accordance with the Tenancy Agreement.

If a former Customer has erected good quality fencing having gained permission, Aspire Housing may choose to accept future maintenance responsibility rather than moving it when the property is empty.

Responsive repairs to fencing that has not been installed by Aspire will only be carried out in circumstance where damage has been caused by:

- Wear and tear
- Vandalism by third parties who are not Aspire customers (the costs of repairs in these circumstances will be recharged wherever possible)
- Adverse weather conditions

In exceptional circumstances we may need to erect hedges to effectively facilitate a fencing programme in this case the customers affected will be consulted.

Aspire Housing will ensure that ownership of boundaries is clearly specified and defined when properties or land are disposed of and will generally seek to remove and reduce its liability for boundaries in this scenario. In cases where a boundary not in Aspire ownership is impacting negatively on Aspire property or customers, the company may choose to secure the boundary either partially or fully at its own costs. Aspire will review any such cases and determine an appropriate course of action.

All requests from customers to erect fencing will be considered in accordance with the Tenant Private Works policy and procedures and must meet the Aspire Housing specification. Where a fence or gate is to be repaired, the replacement will be of the

same specification up to 3 panels, or to the agreed Asset Management specification if over 3 panels.

Front boundary fencing should be no higher than 3ft or 1 metre high and meet the agreed Asset Management specification.

## **6.0 Tenant's own Improvements**

Customers wishing to carry out work on their properties beyond their general responsibilities listed in the appendices must seek permission from Aspire in advance in accordance with the Tenant Private Works (TPW) Policy and Procedure.

Aspire will inspect any approved works after completion to ensure that the standard of materials and workmanship are sufficient and that the work has been fully completed and any relevant certification has been issued.

If customers have carried out work to their properties and then decide to move, they may be required to reinstate the property to the condition it was in before they carried out the work. Aspire will comply with the statutory requirements of 'The Right to Compensation for Improvements' scheme.

## **7.0 Right to Buy and Right to Acquire**

Once a customer has applied to buy their home, Aspire will only carry out those basic repairs required by law prior to the completion of the property purchase. No planned improvements will be carried out once an application to purchase the home has been received. (Please refer to Right to Buy Policy)

## **8.0 New Build Properties**

All works carried out as part of new build or improvement contracts are covered by a defect's liability period. This will start from the date of completion. Usually the defects liability period is:

- 6 to 12 months for building repairs (including electrical or mechanical works).
- Up to 24 months for some special components.

Customers will report repairs for new or improved properties to the contact centre in the normal way.

## **9.0 Safety of Staff and Contractors**

Aspire operates a Group Code of Conduct and Probity Policy for our own operatives who carry out repairs on our behalf. In addition, we take seriously any action by customers who harass or threaten to harass or use or threaten violence towards Aspire staff, agents, or contractors. We will always take action to protect our staff

where such circumstances arise. In extreme circumstances this may involve police action.

**10. Payment**

Leaseholders are responsible for the costs of repairs, maintenance and improvement undertaken by Aspire subject to Section consultation requirements.