



Policy title:	Repairs, Maintenance, and Improvements Policy		
Scope:	Aspire Housing		
Policy owner & job title:	Executive Director - Place		
Approver:	Executive Team		
Date:	August 2024	Review Due Date:	April 25

1.0 POLICY SUMMARY

- 1.1 This policy sets out our approach to repairing, maintaining, and improving our homes. We are committed to providing safe, decent affordable homes with a repairs service which meets customer’s needs, is cost effective and aims to achieve a first-time fix. We will regularly measure and review performance to ensure we and our agents and contractors are delivering an effective service and identify areas where we could improve.
- 1.2 This policy 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. Sections 9.3 and 10.5 cover the responsibilities of customers granted a right to occupy properties we own on a leasehold basis.
- 1.3 This policy is aligned with other relevant corporate policies and will be amended to reflect any changes in these.
- 1.4 The Group Chief Executive, Executive Director of Place, Head of Asset and Sustainability, Head of Home are responsible for ensuring the delivery of this policy and compliance with legal and regulatory requirements.

2.0 Legal and Regulatory Framework

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

- **Social Housing Regulator Economic and Consumer Standards**
- **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 Safety and Quality Standard**
- **Equality Act 2010**
- **Homes (Fitness for Human Habitation) Act 2018**
- **Building Safety Act 2022**
- **Building Regulations Act 1984**
- **Management of Health and Safety at Work Regulations 1999**
- **Housing Acts 1988, 1985 and 2004**
- **Fire Safety Act 2021**
- **Gas Safety (Installations and Use) Regulations 1998**
- **Human Rights Act 1998**
- **Housing Health and Safety Rating System 2006 (as introduced by Housing Act 2004)**
- **Housing (Preservation of Right to Buy) Regulations 1993**
- **Data Protection Act 2018**

3.0 Equality, Diversity and Inclusion

3.1 This policy has been considered against our Equality and Diversity Policy.

3.2 An equality impact assessment has been carried out against this policy. Where people have specific needs to access the policy, or progress a matter via the policy, reasonable support would be given. By way of example, this may include the provision of the policy in alternate forms e.g. braille, large print or audio versions and ensuring that the process followed was reasonably adapted to reflect the needs of the individual.

3.3 We appreciate and embrace the diversity of our customers and there will be occasions where services will need to be tailored to accommodate individuals and their needs. Reasonable and proportionate attempts will be made to identify any individual vulnerable circumstances and make adjustments where possible. We define vulnerable as someone having difficulties with everyday living, making them unable to remain independent, unable to manage their tenancy without additional support and/or potentially disadvantaged when accessing our services.

4.0 Associated Policies and Strategies

- Asset Management Strategy
- Electrical Safety Policy
- Gas Safety Policy
- Leasehold Management Policy
- Aids and Adaptations Policy
- Tenancy Policy
- Customer Feedback Policy
- Lettable Standard
- Asbestos Management Policy
- Health and Safety Policy Statement
- Employee Code of Conduct Policy
- Customer Home Alterations Policy
- Damp and Mould Policy
- Tools Plant and Work Equipment Policy
- Water Hygiene (Legionella) Policy
- Equality and Diversity Policy
- Disposals Policy
- RTB/RTA policy

5.0 Policy Statement

5.1 Scope

- 5.1.1 We are committed to delivering a quality, effective repairs service and to provide homes that are maintained and safe for our customers to live in.
- 5.1.2 We endeavour to adhere to all relevant legal and regulatory requirements relating to repairing, maintaining, and improving our homes.
- 5.1.3 We are committed to ensuring that our staff, agents, and contractors are suitably qualified and experienced to undertake repair, maintenance, and improvement works in a safe and professional manner.
- 5.1.4 We endeavour to regularly assess the condition of our homes, which will inform our future maintenance and planned improvement works.

- 5.1.5 We will make every effort to repair and maintain homes to our agreed lettable standard, meeting all legal obligations. We will undertake improvement works where homes fall below this standard, or when we raise our lettable standard. We will bring empty homes up to our lettable standard. We will consider disposing of homes that are uneconomic to repair, maintain, or improve to meet our lettable standard.
- 5.1.6 We promote environmentally friendly and sustainable working practices, materials, and specifications, wherever practicable.

5.2 Reporting a repair

- 5.2.1 We endeavour to provide services that are easily accessible at a time and in a way to suit our customers. Customers can report a repair through any of our contact channels including: -
- Online through self-service website
 - Via Live Chat
 - By telephone
 - By email
 - Face to face at a customer services drop in location
- 5.2.2 Our core operating hours are Monday to Friday 8am to 5pm.
- 5.2.3 We operate an 'out of hours' emergency repairs service which is accessed by telephone.
- 5.2.4 We prioritise repairs where there is an immediate risk of danger to our customers or any visitors, in line with the categorisation in section 6 below.
- 5.2.5 If we fail to keep to an appointment, we will apologise, and prioritise a rearranged appointment at the earliest opportunity. In certain circumstances compensation may be offered as a resolution in line with our Customer Feedback Policy.
- 5.2.6 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.
- 5.2.7 We endeavour to keep customers informed and updated on repairs, maintenance, or improvement works to their home. Additionally, customers should 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 and to seek our consent for any improvement works they wish to undertake.

5.2.8 We use customer satisfaction feedback and learning to improve how we repair, maintain, and improve our homes.

5.2.9 Customers will be recharged for any repairs that are due to wilful damage, neglect, misuse, or abuse. A customer’s vulnerability and ability to pay will be assessed 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.

6.0 Categorisation of Repairs

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

Category	Estimated Response Time, subject to access
Immediate Danger	4 Hours to make safe – full repair may take longer.
Emergency Repair	24 Hours to make safe – full repair may take longer
Urgent- to go live Jan 2025 <i>(We recognise we may need to shorten the response times in some cases to take into account customers who are vulnerable or who have specific needs)</i>	7 calendar days
Routine Repair	28 Calendar Days
Major Repair including Inspection	Initial inspection within 28 days and all works completed within 90 Calendar Days)

6.1.1 **Immediate Danger:**

This category is for repairs where there is an immediate danger to the health and safety of any 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.

6.1.2 **Emergency Repair:**

An emergency repair may be required when a more urgent response is necessary but there is no immediate danger to an 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.

6.1.3 **Routine Repair:**

A routine repair is non-urgent work carried out to maintain our customers' 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, through Aspire colleagues visiting customer's homes or through any other contact method available.

6.1.4 **Major Repair Inspection:**

This category is for our large repair works/where it is not possible to diagnose at source call and is generally considered to be any repair which will take longer than one day to complete/multi trade based 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 surveys/equipment such as plant/machinery or scaffolding requirements/asbestos tests and removal . Any immediate health and safety make safe work would be completed if needed as an interim measure as an emergency repair.

The majors repairs inspection will be generated as a 90 day job, with the inspection to be completed within 28 calendar days of

job creation and the job number will be retained until all works are completed within the 90 calendar days.

If the inspection generates a full component replacement such as a kitchen/bathroom/roof/windows/doors referral to the planned team, the inspection job will be closed at this point and passed to the planned team to deliver under a new job number.

6.1.5 Urgent repair (To be formally introduced in Jan 2025)

Where an assessment has been made that a 28 day priority would not be adequate. For example, when a repair is reported and there is a known customer vulnerability the repair will be assessed for potential re priority to an urgent category. Each case is to be considered on an individual basis and guidance is provided to repair schedulers and customer services. The reassessment of repair priority relies on information that aspire has recorded within its databases and asking questions at the source call. Out of scope vulnerabilities requests will be approved by the customer excellence team leaders as and when required.

Response times for repairs relating to damp and mould have their own dedicated response times as outlined in our Damp and Mould Policy.

6.2 Categorisation

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 own merits.

Immediate Danger (Within 4 hours)	Emergency Repair (Within 24 hours)
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
	Total loss of water
	Uncontainable leaks

Routine Repairs (Within 28 Calendar days)	Major Repair Inspection (Within 90 Calendar days)
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Containable water leaks	External works such as Path/Driveway replacements
Dripping taps	Complex case work
Shower not working	Major roof repairs
Internal doors and woodwork	External Brick wall repair or replacement
Patch Plastering	Large Plastering works
	Major internal modernisation works

Urgent Repairs (within 7 calendar days) (To be formally introduced in Jan 2025)

Categorisation to be used to prioritise routine repairs to a higher priority based on assessment of vulnerabilities

7.0 Landlord and Customer Repair Responsibilities

The responsibilities contained in this section generally apply to customers living in individual rented properties, but reference should be made to individual tenancy agreements. 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).

7.1 Landlord responsibilities - Our responsibilities are as follows:-

7.1.1 Structural and Exterior of the Property

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

- Roof
- Outside walls
- External decoration
- External doors, frames, jambs, hinges, thresholds, necessary painting
- External windows, including sills, frames, 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).
- Chimneys and chimney stacks (but not sweeping)
- Pathways, steps, ramps or other means of access
- Garages and outbuildings that are part of the property

7.1.2 Repair of Installations:

We are responsible for repairing:-

- water pipes and tanks
- gas pipes
- electrical wiring
- electrical sockets and switches
- smoke detectors (where fitted)
- light fittings (but not plugs or appliances which are not ours)
- basins
- sinks
- baths
- toilets
- flushing systems
- water heaters
- boilers
- fireplaces, fitted fires and radiators and other central heating installations (but not those we have not installed.)
- Skirting boards, architraves, floorboards, internal doors and frames,
- Plastering

We will not accept any liability for damages or responsibility for maintaining or replacing items installed by customers.

7.1.3 **Damp and Mould**

We are committed to monitoring and responding to damp and mould in customer's homes. More information can be found in the Damp and Mould Policy.

7.1.4 **Communal Areas**

We are committed to ensuring 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, and decorating when required and cleaning floors, stairs, landings, entrance doors and communal windows. We will also endeavour to keep stairways and lifts in repair.

Some of these items may be provided as services under the terms of a tenancy agreement and paid for through the service charge or, in the case of affordable rented properties, the rent.

7.2 **Customer responsibilities**

7.2.1 We will not carry out repairs, maintenance or replacement which are the responsibility of the customer, as set out in the tenancy agreement. The customer is also responsible for:-

- Keeping the property clean, in good condition and well decorated.
- Carrying out small repairs;

- Maintaining and keeping gardens demised as part of the tenancy tidy and free from overgrown trees and rubbish.

7.2.2 We expect all customers to abide by the terms of their tenancy agreement regarding repairs and maintenance by allowing our contractors, staff members or appointed specialists to:

- Inspect the property or any surrounding property.
- Repair the property or any surrounding property.
- Improve the property or any surrounding property; and
- Carry out work that we consider necessary to make sure the property and surrounding properties do not put any tenant or anyone else at risk. This includes allowing access to conduct electrical inspections, annual gas servicing and health and safety inspections.

7.2.3 Where access to the property cannot be gained by an operative or contractor, the no access procedure will be followed. Every endeavour will be made to arrange a convenient time to complete the repair. Failure to give access to carry out repairs, or for access for us to inspect the property is a breach of the tenancy agreement and may result in us taking legal action to gain access.

In the case of an emergency, we reserve the right to obtain immediate access.

7.3 Decants

7.3.1 From time-to-time customers may have to move out of their home on either a temporary or permanent basis to enable work to be undertaken. We will make arrangements for the relocation and will keep customers informed on the progress of the works.

7.3.2 If a property is considered to be unviable for repair works in line with our disposals policy, we will work with customers to arrange a permanent relocation from the property to a new home.

8.0 Planned Maintenance

8.1 Aspire will undertake a five-yearly stock condition survey to inform its forward programme of investment. The planned improvements programme includes such work as central heating replacement, new kitchens/bathrooms, re-roofing and rewiring. It will be developed using stock condition data (remaining life and

condition of the element to be replaced) to ensure that as a minimum Aspire meets the Decent Homes Standard.

8.2 We may also identify planned works that are required to address specific management or maintenance issues, for example lettability or anti-social behaviour, which will be informed by our assessment of asset performance.

8.3 Customers must provide us with access to the property to carry out planned improvements at the agreed time, to remove belongings to allow access for work to be undertaken.

9.0 Insurance

9.1 We will insure the fabric and structure and certain fixtures and fittings but will not insure the customer's contents unless it is a furnished tenancy. In the case of furnished tenancies, it is only our fixtures and fittings that will be insured, and the customer remains responsible for the insurance of their own belongings.

9.2 In the event of any major accident such as fire or flood we will repair the building fabric, but it is the customer's responsibility to replace any home contents and for any consequential loss.

9.3 It is in customer's best interest to take out content insurance.

10.0 Leaseholders: Major Works

10.1 We will identify any agreements or 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. We will endeavour to identify these on an annual basis in advance.

10.2 To recover the full cost of works, we must consult with leaseholders before ordering any major works unless we obtain an order for dispensation from all or some of the consultation requirements. We may seek a retrospective order for dispensation: this is likely to be the case where emergency works are required and timescales do not allow us to undertake full consultation.

10.3 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.

10.4 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.

10.5 The sinking fund avoids or offsets the need to pay large one-off sums when major works are required.

11.0 Repair Responsibilities for Residential Leaseholders

11.1 The responsibilities contained in this section generally apply to residential leaseholders who live in flat blocks (excluding Extra Care). However, reference should be made to individual leasehold agreements as these set out the specific contractual responsibilities for Aspire and our customers. The contents of this policy do not override the terms of the lease and any terms implied under legislation.

11.2 Leaseholders that sublet are responsible for ensuring they have a valid Gas safety certificate.

11.3 Landlord Repair Responsibilities

For leaseholders living in flats Aspire is generally responsible for:

- Structure and exterior
- 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

11.4 For leaseholders living in a house, Aspire (or the freeholders if different to Aspire) is responsible for maintaining and repairing the communal land: alternatively, there may be a management company who is obliged to do this.

11.5 Leaseholder Repair Responsibilities

Leaseholders living in flats are generally responsible for all repairs, maintenance, and replacements to the inside of their home as outlined below:

- Central heating (including the thermostat and programmer, boiler, pump, radiators, and pipework)
- Water tanks within the property and only serving the property

- 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 (except where that is part of the structure and exterior Aspire must maintain)
- Chimney flues (including sweeping)
- 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

11.6 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.

11.7 Shared Owners

Shared ownership leaseholders living in houses are responsible for all repairs to the inside and outside of their property, with the exception of leaseholders on the new shared ownership model where leaseholders are granted a 10 year period for landlords to cover annual eligible repairs up to an annual cap of £500. Some repairs may be covered by the building warranties.

12.0 Empty Homes

12.1 We aim 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 will be recorded that are considered necessary.

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

12.3 We are committed to re-let properties with no hazards and free of damp and mould.

12.4 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.

13.0 Compliance and Cyclical Maintenance

13.1 We are committed to ensuring that all gas central heating systems and gas appliance that we are responsible for, are serviced annually. We have a Gas Safety, Policy that sets 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.

13.2 We are committed to undertaking a five-year electrical safety inspection of all properties as set out in the Electrical Safety Policy and will also undertake regular servicing and testing of fire alarms, smoke alarms, carbon monoxide alarms and emergency lighting where these are provided by us.. Where we own electrical equipment, this will be regularly safety tested and, where provided, firefighting equipment will be maintained.

13.3 Cyclical works are those that need to be done on a periodic basis. We will plan and operate a cyclical internal painting programme for communal and common areas.

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

14.0 Fencing and Boundary Treatment

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

14.2 Fencing and gates may be provided as a priority over any future planned programme 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.

14.3 Where a hedge provides a sufficient boundary, we will not look to remove and replace with a fence. It will be the responsibility of the customer to maintain the hedgerow in line with the tenancy agreement and to ensure it maintains an adequate boundary.

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

14.5 Responsive repairs to fencing that has not been installed by us 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)

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

14.7 All requests from customers to erect fencing will be considered in accordance with the Customer Home Alteration policy and procedures and must meet the company specification.

14.8 Front boundary fencing should be no higher than 3ft or 1 metre high and meet our specification.

15.0 Customer Home Alterations

15.1 Customers wishing to carry out work on their properties beyond their general responsibilities must seek permission from us in advance in accordance with the Customer Home Alteration Policy and Procedure.

16.0 Disrepair Claims

16.1 Section 11 of the Landlord and Customer Act 1985 imposes an obligation on the landlord to keep the structure and exteriors in good repair. If these are not carried

out, then a customer may be able to take legal action against the landlord for disrepair.

16.2 Aspire will be proactive in identifying and dealing with disrepair issues as we are made aware of them. However once formal notice is received, we will follow our Disrepair Procedure to process claims, which attempts to prioritise any outstanding repairs as quickly as possible and achieve an early resolution to avoid litigation action.

16.3 Where necessary repairs associated with disrepair claim will be prioritised over other workstreams.

16.4 We will endeavour to learn from any failings which have resulted in a successful disrepair claim against us to inform continuous improvement.

17.0 Preserved Right to Buy and Right to Acquire Applications

17.1 Once a customer has applied to buy their home under the preserved Right to Buy or Right to Acquire, we will only carry out those basic repairs required by law prior to the completion of the property purchase.

17.2 No planned improvements will be carried out once an application to purchase the home has been received and accepted.

18.0 New Build Properties

18.1 Where new build homes are covered by a warranty, we will liaise with the appropriate maintenance contractor to resolve any defects. We will undertake any 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 are our responsibility prior to the completion of the purchase.

18.2 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.

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

18.4 New build properties will have a minimum 10-year structural warranty.

19.0 Safety of Staff and Contractors

19.1 We operate an Employee Code of Conduct Policy for our own operatives who carry out repairs on our behalf. We have a Supplier Code of Conduct alongside this. In addition, we take seriously any action by customers who harass or threaten to harass or use or threaten violence towards our staff, agents, or contractors.

19.2 We will always take action to protect our staff where such circumstances arise. In extreme circumstances this may involve police action.