



Housing Policy
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1. Policy Objectives

- 1.1 This policy sets out Peabody's approach to responsive repairs. This policy covers all social housing tenants that live on Peabody estates including social housing tenants and supported and sheltered housing tenants.
- 1.2 The policy is available on request.

- 1.3 This policy has been developed for use by all staff and sets out their roles and responsibilities. Staff involved in the repairs process will be accountable for their actions and must be aware of their authorisation limit, and ensure that they keep within it at all times.
- 1.4 The aims of this policy are to ensure that:
- Peabody provides a seamless, high quality, cost effective and customer focused responsive maintenance service to residents;
 - the service meets Peabody's legal and regulatory obligations;
 - the service performs well against the Housing Corporation key performance indicators;
 - the service delivers within the agreed budget; and
 - all Peabody residents are treated in a fair and equitable way.

2. Relevant Legal and Regulatory Information

2.1 The repairing obligations for landlords are defined by statute, common law and the terms of the tenancy agreement.

Legal obligations

Occupiers Liability Act 1957 s2

2.2 Landlords are responsible for keeping premises in safe condition. Under Section 2 of the Occupiers Liability Act 1957 Peabody has a duty of care to tenants and their visitors.

Defective Premises Act 1972 s4

2.3 Section 4 of the Defective Premises Act 1972 sets out a duty requiring Peabody to take reasonable care to ensure that tenants and visitors and their property are reasonably safe from personal injury and damage from defects which Peabody knew or ought to have known about.

Landlord and Tenant Act 1985

2.4 This Act makes Peabody responsible for repairs to:

- the structure and exterior of the property;
- water and sanitary installations;
- heating and hot water installations; and
- any other repairs agreed with the tenant.

2.5 Peabody is also responsible under Section 11(1A) for common parts of buildings and communal installations.

2.6 Under Section 11(6) Peabody (and its agents) has a legal right to enter a property at any reasonable time of the day in order to inspect the condition and state of repair of the property and to carry out repairs for which it is responsible. The tenant must be given at least 24 hours written notice.

Environmental Protection Act 1990

2.7 This Act makes provision for the control of premises which are considered to be prejudicial to health or a nuisance. This legislation means that Peabody is liable for damages and compensation to tenants and their families who suffer as a result of a failure of Peabody to maintain the properties. These payments can be substantial.

Leasehold Reform, Housing and Urban Development Act 1993, s121

2.8 This Act sets out the rights that secure tenants have with regards to the right to repair.

Housing Corporation Regulatory Circular R3-33/94 – revised August 2002.

- 2.9 This states Housing Association's requirements for contractual rights to be given to assured tenants to match those of secure tenants.

Electrical Equipment (Safety) Regulations 1994

- 2.10 These regulations operate in much the same way as the gas regulations and place a legal obligation on Peabody to ensure that any electrical equipment supplied as part of a tenancy is safe. There is no statutory requirement to have annual safety checks on electrical equipment as there is with gas.

Gas Safety (Installations and Use) Regulations 1998

- 2.11 These regulations place a statutory duty on Peabody to:
- maintain gas appliances in good working order;
 - undertake an annual safety check by an approved person (for example, CORGI registered);
 - keep records of safety checks; and
 - issue certificates to the resident within 28 days of each annual check.

Housing Act 2004

- 2.12 The Act changes the way local authorities assess housing conditions. They now look at the condition of properties using a risk assessment approach called the Housing Health and Safety Rating System (HHSRS). For more details, see the Environmental Health Notice policy.

Third party liability

- 2.13 Peabody is responsible for keeping its premises in safe condition. The Occupier's Liability Act 1957 imposes a duty of care for tenants and their visitors. Peabody may also be held liable under the Defective Premises Act 1972 for personal injury to tenants and visitors, where this results from the work carried out to the property or failure to repair.

Peabody tenancy agreements

- 2.14 The assured and secure tenancy agreements set out Peabody's obligations for repairs. This includes repairs to the structure and exterior of the property, repairs to installations including space and water heating and repairs to common parts.

The Regulatory Code (s3.4)

- 2.15 The Regulatory Code states that housing associations must develop and manage good-quality homes that seek to meet people's needs and preferences now and in the future, ensuring that:
- the homes their residents live in are well maintained and in a lettable condition;
 - progress in achieving the Decent Home Standard is monitored; and
 - maintenance is carried out effectively and responsively and in ways that reflect residents' preferences.

3. Key Definitions

Vangent

- 3.1 Vangent is the out of hour's service which provides emergency repairs to Peabody properties outside business opening hours.

PMP

- 3.2 PMP is Peabody Maintenance Partnership which is Peabody's maintenance service.

Responsive repair

- 3.3 This is when we react to a request for help from one of our tenants. Examples include repairing a cracked window, unblocking a drain or remedying a plumbing or electrical fault.

Rechargeable repair

- 3.4 This is a repair carried out by Peabody for which the resident is responsible. Peabody will only carry out rechargeable repairs in exceptional circumstances. Where this happens the resident will be charged for the cost of the work needed.

Schedule of Rates (SOR)

- 3.5 A schedule of rates fully defines the work and cost of each repair job, as provided by the National Housing Federation.

4. Policy

- 4.1 Peabody's day to day responsive maintenance service is provided by three teams, the Gas Team, the Contracts Team and Peabody Maintenance Partnership (PMP) plus assistance from caretakers as indicated below.

Responsive Repairs – Team Responsibilities

Team	Responsibilities
PMP Team	<ul style="list-style-type: none"> ▪ Responsible for organising and carrying out all reactive repairs other than those in the programmed category. ▪ The work will be carried out by PMP operatives or sub-contracted, as appropriate.
Contracts Team	<ul style="list-style-type: none"> ▪ Responsible for placing orders with all external contractors and signing invoices, except for specific sub-contractors delegated to PMP by the Contracts Manager for use in urgent or routine work. ▪ Responsible for dealing with Peabody's programme work by setting up suitable bulk contracts, following pre-inspections if necessary. ▪ Responsible for dealing with any work required following an Environmental Health Notice, Disrepair Claim, repairs following litigation or repairs following an upheld complaint.
Gas Team	<ul style="list-style-type: none"> ▪ Responsible for maintaining gas heating. ▪ Responsible for carrying out annual gas safety checks.
Caretakers	<ul style="list-style-type: none"> ▪ Responsible for estate repairs. ▪ Responsible for regular cleaning on the estates.
Vangent	<ul style="list-style-type: none"> ▪ Provides the out of hour's repairs service and are responsible for emergency repairs between 8pm and 8am, weekends and bank holidays.
Peabody Direct	<ul style="list-style-type: none"> ▪ Responsible for receiving repair requests, logging the order and raising the jobs.

Receiving a repair request

- 4.2 All repair requests can be made by telephone, in writing or by email and will be received by Peabody Direct. Repairs can be reported by anyone but Peabody Direct will check the relationship of the person reporting to the resident where reports are not made directly by the resident. Peabody Direct

will record all relevant information about the repair and correctly diagnose the work to minimise the risk of misdiagnosis leading to repeat visits and variations.

- 4.3 Each repair request will be given one of the following priorities based on Peabody's statutory and regulatory obligations.
- **Emergency** (make safe within 24 hours). Repairs needed to avoid an immediate danger to personal health or safety or serious damage to property
 - **Urgent** (to be completed within one week). Repairs needed to avoid substantial inconvenience to the resident or continued damage to the property
 - **Routine** (to be completed within one month).
 - **Programme** (to be completed as part of a programme).
- 4.4 The programme works priority allows Peabody to organise larger contracts, obtain economies of scale and group work together for efficiency, for example, carrying out all roof and guttering repairs at the same time while scaffolding is in place.
- 4.5 When a resident reports a repair they will be given the repair reference number, the priority of the repair and the target date for completion. Residents are given an appointment for all responsive repair work that requires access, except for, inspections or programmed works.

Carrying out a repair

- 4.6 Where a repair order has been raised it will be passed to the relevant team within the responsive maintenance service to complete the work.

Access

- 4.7 The tenancy agreement states that a resident must allow access for Peabody to carry out repair work as long they have been given reasonable notice.
- 4.8 Where a resident is not in at the first visit and Peabody cannot gain access to their property, Peabody will make the following arrangements;
- emergency works – PMP/contractor will leave a “no access” card advising the resident that they will cancel the work request unless 4.10 applies (see below).
 - urgent works – PMP/contractor will leave a ‘no access’ card and attempt to phone the resident to arrange access if a contact telephone number has been provided.. Otherwise, if the resident does not contact PMP/contractor within 3 days the job will be cancelled.
 - routine works – PMP/contractor will write to the resident with an appointment within 5 days of the no access. If this appointment is not kept by the resident, the work will be cancelled.
- 4.9 A ‘no access’ card will be left with the resident at each abortive visit with contact information for arranging a further appointment or in the case of emergency repairs, ordering a new repair. The card will also include details on how the resident can make a complaint if they wish.
- 4.10 Where an emergency repair is necessary for health and safety reasons Peabody will make every attempt to contact the resident to gain access, including using legal remedies. Where all reasonable attempts have been made Peabody may, in exceptional cases, force entry into the property to carry out the work, for example, where a property has become dangerous or unsafe.

Variations

- 4.11 In some cases Peabody's contractors and maintenance operatives can carry out extra or vary the work without permission from Peabody. Variations should be:
- directly related to the repairs originally ordered;
 - necessary; and
 - not increase the value of the original works order by more than £100 (or £300 in the case of work being carried out by PMP).

- 4.12 If the variation is for work over the limit set out in 4.11 above, the contractor or PMP must seek permission from Peabody before the work is carried out.. The variation must be approved by a member of staff with appropriate budgetary authority. Where there is uncertainty over the need for the variation a surveyor will be contacted for advice or to arrange for an inspection to be carried out.
- 4.13 If possible requests for variations should be made while the contractor is still on site to reduce inconvenience to the resident and to allow for a joint inspection to be carried out if necessary.
- 4.14 Where a variation is agreed the work will be added to the works order and reissued to the contractor.
- 4.15 Where a variation is refused the original work must be completed. Where the variation is not related to the original repair the work should be logged and raised as a separate order. Residents should be encouraged to report all new repairs directly to Peabody Direct, not through the contractor.

Post repair

- 4.16 When a repair has been completed the resident will be asked to sign to confirm the work has been carried out. The maintenance operative or contractor will also provide any necessary additional information to the resident about the repair work.

Inspections

- 4.17 Post inspections allow Peabody to carry out quality control checks on the repairs service it provides, and implement initiatives to improve the service based on the inspection results. A number of inspections generated at random allow Peabody to guard against fraudulent practices by either staff or Contractors.
- 4.18 The table below sets out Peabody's targets for post inspection visits.

Category of work	% of repairs inspected	Inspection carried out by:	Response time
Specific Repairs	As required	As required	As required
Repairs over £1,000	100%	Surveyor	2 weeks
Random selection: <ul style="list-style-type: none"> ▪ PMP ▪ Sub-Contractors 	10%	Surveyor	2 weeks

- 4.19 If residents are not at home when a post inspection visit is made for a non-specific repair under £500, the surveyor will not leave a 'no access' card, but try to call again if possible. The 'no access' card will ask the resident to contact Peabody if they are not satisfied to arrange an appointment to inspect the work.
- 4.20 Where a resident has not provided access for a post inspection to be carried out on specific repairs or works over £500, the surveyor will leave a 'no access' card asking the resident to contact Peabody. The surveyor will make further visits to the property in order to carry out the inspection to ensure Peabody can assess value for money on more costly repair work.
- 4.21 During the inspection the following information will be recorded.
- Whether or not the repair work has been completed
 - The quality of the repair work
 - The resident's satisfaction with the service provided and reasons for dissatisfaction
 - Details of any additional repairs required.

- Target completion time for an additional work.

4.22 A copy will be filed and the results recorded on Academy.

4.23 Where repair work has not been completed to a satisfactory standard the maintenance operative or contractor will be recalled to the property to complete the work. A new order will be raised for this work with a nil value.

5. Other information

Customer Satisfaction

5.1 Measuring resident satisfaction with the responsive repairs service is key to improving and developing the service. Peabody carries out tests of satisfaction with repairs on a regular basis to inform decision making and service improvement.

Gas servicing

5.2 Peabody has a statutory obligation to carry out a gas safety check annually to ensure that any gas heating systems are safe.

5.3 Where a resident fails to provide access for Peabody to carry out this annual check, Peabody will instigate the No Access Protocol for gas safety checks and will take the necessary legal action to ensure it meets its statutory obligations.

Rechargeable repairs

5.4 In certain circumstances Peabody may carry out repairs which are the responsibility of the resident. In these cases Peabody will recharge the resident the cost of carrying out the work.

5.5 Peabody will only carry out rechargeable repairs in certain circumstances, for example, where a resident is vulnerable or in an emergency situation. This is to enable Peabody to concentrate on meeting its statutory and contractual obligations for repairs and maintenance.

5.6 Peabody will also recharge residents the cost of any damage or outstanding repairs where a resident has ended their tenancy and left the property.

5.7 Where a rechargeable repair is being raised, Peabody or Vangent will inform the resident that the work is their responsibility and therefore they will be recharged before the repair order is raised. This gives the resident the opportunity to arrange for the work to be carried out themselves.

5.8 Where an emergency call is made to report a repair out of hours, Vangent will inform the resident that they may be recharged the cost of the call out if, on inspection, the call out is inappropriate. Examples of an inappropriate call out include:

- no emergency work needed;
- the emergency was reported during the day but the resident failed to provide access and has reported the emergency again out of hours; and
- the repair has already been reported and logged and the resident has been informed that it is not an emergency.

5.9 Rechargeable repair costs will be based on the average SOR item charge or £20.00 if the SOR charge is less than £20.00.

- 5.10 Where damage has been caused by a third party who is not a member of the household, for example, a break in or vandalism, the resident will not be recharged the cost of the repair as long as the resident has reported the crime to the Police and obtained a CAD number.

Repairs for residents who are buying their property

- 5.11 Where a resident is buying their property through the preserved right to buy, right to acquire or voluntary purchase scheme there will be a time delay of up to a year before the purchase is completed. During this time Peabody must still meet its statutory repair obligations and also still has contractual obligations for the repairs set out in the tenancy agreement. These obligations remain in force until the resident completes the purchase of their property and relinquishes their tenancy.
- 5.12 Peabody are not always required to do full works, patch repairs can be acceptable provided they remedy the disrepair to an adequate standard. Peabody is only required to undertake repairs having regard to the age, character and locality of the property. Peabody is not required to undertake improvements to the property because legally an obligation to repair only arises if there is disrepair to begin with.

Shared owners

- 5.13 Repairs for shared owners are dealt with by the Leasehold Management Team.

Supported housing

- 5.14 Repairs are logged by Peabody Direct. Due to the nature of these schemes, there are different response categories. Contact SAS for more information and details of the service level agreement in place.

Vulnerable residents

- 5.15 Where a resident is identified as vulnerable, all relevant information will be recorded on the works order. This will enable the resident's vulnerability to be taken into account when allocating a priority to the repair and when carrying out the repair. If the information about vulnerability is sensitive, staff should phone up rather than include it on the works order.
- 5.16 Where a maintenance operative or contractor visits a property to carry out a repair and identifies a resident as vulnerable, they will offer the services of the Tenant Support Team to the resident and make sure a referral is made if appropriate in line with Peabody's Vulnerable Residents policy.

6. Monitoring Information

- 6.1 Performance Indicators and targets allow Peabody to measure the performance of the responsive repairs service as a whole, and in particular to ensure that Peabody meets the Housing Corporation Regulatory Code and its legal obligations.
- 6.2 The following targets are used to measure the repairs service and are reported to the Board of Governors on a quarterly basis through the balanced scorecard.

Category of work	Response time	% to be completed within response time
Emergency	24 hours	91%
Urgent	7 calendar days	80%
Routine	1 calendar month	90%

7. Relevant Procedures

8. Relevant Policies

Right to Repair
Tenant Improvements
Privacy and Confidentiality Policy
Communication Needs Policy

9. Relevant Forms/Letters

N/A