

# Repairs Policy

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## 1. Scope

- 1.1 This policy sets out Peabody's approach to repairs and maintenance.
- 1.2 This policy covers all residents of the Peabody Group, including former tenants of Family Mosaic, Old Oak, Gallions, CBHA and those of the Regency Estate.
- 1.3 For the purpose of this policy, unless specifically mentioned otherwise, the term tenant also covers leaseholders.
- 1.4 This policy also covers other residents, for example, partners or spouses, family members or other members who are living in the household.
- 1.5 If there is any variance between this policy and individual leases or tenancy agreements, then the lease or tenancy agreement will take precedence.

## 2. Aims and Objectives

- 2.1 The main aims of this policy are to:
  - Provide clearly, the principles of our repairs service for our employees and customers; enabling Peabody to provide a seamless, high quality and customer focused repairs service for all tenants; and to
  - Ensure the repairs and maintenance service meets all legal and regulatory requirements.

## 3. Key terms and definitions

### Repair

- 3.1 A repair is work that is carried out to put right damage, defects or significant deterioration.

## 4. Policy

### Timescales for repairs

- 4.1 Peabody will respond differently to different types of repair, there are four different categories of repair:
  - **Emergency Repairs** - needed to avoid an immediate danger to personal health or safety or serious damage to property. We will repair or make safe these works within 24 hours.

- **Routine Repairs** - standard repair where no risk exists to either the customer or Peabody's asset. These will be completed within a maximum of 35 days, however will often be quicker than this depending on the allocated contractor.
- **Fast Response** - Fast Response is an order that relates to our care and support or vulnerable residents and in the case of emergencies requires the Contractor to attend within 2 – 4 hours dependent on the allocated contractor.
- **Communal Repairs** - Peabody will take reasonable care to keep the areas and facilities you share with your neighbours (such as common entrance halls, stairways, lifts, entry phones, passageways, rubbish chutes and any other common parts, including lighting) in reasonable repair. Peabody aims to carry out communal repairs proactively, to the time scales set out above and to a good standard. Communal repairs will be identified by neighbourhood Managers through regular inspections of estates. Customers can also report communal repairs through the Customer Care Line or Peabody Direct.

Please refer to Appendix 1 for the timescales relating to residents of former subsidiaries of the Peabody Group.

### **Repair Responsibilities**

- 4.2 There are a variety of repairs which the tenant is responsible for, which varies depending on whether the resident is a tenant or leaseholder. Appendix 2 details repair responsibilities. Note, this table does not take precedence over any unique repair responsibilities a resident may have outlined in their lease or tenancy agreement.
- 4.3 The resident is responsible for repairing any damage caused by them or a guest.
- 4.4 Tenants are responsible for making sure that the drains and waste pipes associated with the property do not become blocked because of misuse.

### **Reporting a repair**

- 4.5 It is the tenant's responsibility to tell Peabody promptly about any repair that Peabody is responsible for to the outside or inside of the property, to any area that they share with neighbours, or any indoor installation.
- 4.6 Repairs can be reported in a variety of ways. These include:
- Via our Website (web form) or via our Self-serve portal (accessible from our website)
  - by phone
  - by email
- 4.7 Peabody recognises that it will be more difficult for residents with specific communication needs to access our information surrounding repairs and to report repairs. We will ensure that our communications are accessible to all as described in our [Equality, Diversity and Inclusion Policy](#).

- 4.8 Peabody will make all reasonable efforts to offer appointments at a time to suit tenants needs and will, in all cases, take account the needs of vulnerable residents, in accordance with our [Vulnerable Residents Policy](#).

### **Carrying out a repair**

- 4.9 We will give you reasonable notice if we need to get into your home to inspect it or to carry out work to your home or a neighbouring property.
- 4.10 If Peabody has to force entry to carry out an emergency repair or inspection, we will make your home secure immediately and make arrangements to repair any damage caused by entering your home in such a way.
- 4.11 In order to assist Peabody in carrying out a repair the tenant is responsible for removing, and putting back after works complete, all personal belongings or fittings (e.g. laminate flooring or carpets if owned by resident) which would get in the way or hinder works being carried out.
- 4.12 Residents should refer to their [tenancy agreement](#) for further information on access to your property regarding repairs.
- 4.13 Peabody requires the contractor to behave appropriately while in the resident's home, showing respect for both the resident and their belongings. Contractors are also required to leave the site of repair in a tidy, safe and secure manner.

### **Quality Control / Post Inspection**

- 4.14 Peabody will undertake a sample of post-repair inspections to monitor the quality of our repairs service. By doing so we will ensure that our repairs contracts achieve value for money and customer satisfaction is maintained.

### **Complaints and Compensation**

- 4.15 If a resident is dissatisfied with the service they have received from Peabody in relation to a repair or where a repair has not been completed, they can make a complaint. For more information, please refer to our [Complaints Policy](#).
- 4.16 Residents may be entitled to compensation if Peabody has failed to completed repairs within our established guidelines. Please refer to our [Compensation Policy](#) for more information and our compensation payment schedule.

### **Rechargeable Repairs**

- 4.17 Peabody defines a rechargeable repair as any work order that responds to either a threat to life, limb or property which is identified as a resident's responsibility as a

direct result of wilful damage, neglect or vandalism by the resident, those who reside with the resident, or a visitor (family or friend) of the resident.

4.18 This includes cases where:

- a repair is identified from the outset of the resident reporting it
- the work has been done and it becomes apparent that the repair is the responsibility of the resident
- it is claimed that the work is required as the result of a criminal act but the resident does not provide a verified crime reference number
- a resident has moved out of a property and Peabody has to clear his or her belongings or carry out repair works that are the resident's responsibility
- there is tampering or interfering with meters or similar equipment's

4.19 Peabody will pursue payment, which in cases above a certain amount will involve legal action.

## **5. Monitoring and continuous improvement**

5.1 This policy will be reviewed every 3 years – unless legislation, business or sector developments require otherwise – to ensure that it continues to meet the stated objectives and take account of good practice developments.

## **6. Legislation and regulation**

- The Home Standard
- Section 11 Landlord & Resident Act 1985;
- Housing Act 1985;
- Local Government & Housing Act 1989;
- Environmental Protection Act 1990;
- Defective Premises Act 1972;
- Occupiers Liability Act;
- The Decent Homes Standard 2006;
- The Regulatory Framework for Social Housing in England from April 2012;
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994;
- Commonhold & Leasehold Reform Act 2002;
- Housing Health and Safety Rating System 2006;
- Equality Act 2010;
- HCA – The Regulatory Framework for Social Housing in England from April 2012; Building Regulations Act 1984
- Leasehold Property Repairs Act 1938
- Housing Repairs and Rents Act 1954
- Landlord and Tenant Act 1985
- Housing Act 1988
- Leasehold Reform, Housing and Urban Development Act 1993, s121

- Electrical Equipment (Safety) Regulations 1994
- Gas Safety (Installations and Use) Regulations 1998
- Housing Act 2004

## **7. Related Documents:**

- Tenancy agreements and leases
- Repairs Handbook (Peabody and Family Mosaic)
- National 'Home' standard set by the Tenant Services Authority
- Code of Conduct (Handy Person Service) Policy
- Complaints Policy
- Compensation Policy
- Health and Safety Policy
- Equality, Diversity and Inclusion
- Vulnerable Persons Policy

## 8. Appendices

### Appendix 1: Repair Timescales for Residents on former subsidiaries of Peabody Group

Charlton Triangle	<p>Priority 1: Emergency Repairs - within 24 hours</p> <p>Priority 2: Routine Repairs - Up to a maximum of 3 days.</p> <p>Out of hours - For emergencies we will attend within 24 hours</p> <p>Communal Repairs - Dealt with as either an emergency or routine repair</p>
Old Oak	<p>Routine Repairs:</p> <p>Contractors are required to arrange appointments within 24 hours of an order being raised. Contractors are required to attend the first appointment within 7 calendar days of an order being raised. We aim to complete all routine repairs within an average of 10 days.</p> <p>Emergency:</p> <p>Contractor to immediately make appointment with the customer. We will repair or make safe these works within 24 hours.</p> <p>Out of Hours:</p> <p>Contractor to immediately make appointment with the customer and attend and make safe within 2hrs of the job issued date &amp; time. We will complete the job within 24 hours.</p> <p>High Priority Orders</p> <p>Contractor to immediately make appointment with the customer, attend within 24 hours and complete works order within seven calendar days.</p> <p>Fast Response:</p> <p>Fast Response is an order that relates to our care and support or vulnerable customers and requires the Contractor to attend within two hours.</p> <p>Communal Repairs</p>

	Communal repairs will be carried out proactively, to the time scales set out above and to a good standard.
Gallions	<p>Emergency - Attend within 4 Hours</p> <p>Routine - Attend within 15 days</p> <p>Short Programme (When sourcing materials is required) - Attend within 90 days</p>
CBHA	<p>Priority 1 – Attend within 2 Hours and Complete within 24 Hours</p> <p>Priority 2 – Complete within 3 days</p> <p>Priority 3 – Complete within 10 days</p> <p>Priority 4 – Complete within 20 days</p>

## Appendix 2: Repair Responsibilities

For General Needs Tenant's the following will apply.

<b>Repair Type</b>	<b>Responsibility</b>
Baths	Landlord Responsibility
Boundary Walls	Landlord Responsibility
Brickwork	Landlord Responsibility
Carpentry	Landlord Responsibility
Central Heating	Landlord Responsibility
Chains and Plugs	Tenant Responsibility
Chimney Cleaning	Tenant Responsibility
Chimneys and flue	Landlord Responsibility
Communal Areas	Landlord Responsibility
Condensation	Tenant Responsibility
Cooker Switch or Socket	Landlord Responsibility
Curtains	Tenant Responsibility
Damage (due to break in)	Landlord Responsibility (only if Crime Ref No. Provided)
Decoration (External)	Landlord Responsibility
Decoration (Internal)	Tenant Responsibility
Domestic Appliances	Tenant Responsibility
Door Entry Systems	Landlord Responsibility
Door Furniture	Tenant Responsibility
Doors (External)	Landlord Responsibility
Doors (Internal)	Landlord Responsibility
Draught Excluders	Tenant Responsibility
Electrical Meters	Tenant Responsibility
Fences	Landlord Responsibility
Fixtures and Fittings (Tenant's Fitted)	Tenant Responsibility
Floor Boards	Landlord Responsibility
Front Door Lock	Landlords if defective lost keys are tenant's responsibility
Garages	Landlord Responsibility
Gardening and Trees	Tenant Responsibility
Gas Servicing	Landlord Responsibility
Glazing (if Crime Ref No. provided)	Landlord Responsibility
Hand Basins	Landlord Responsibility
Hot Water Heaters	Landlord Responsibility
Immersion Heaters	Landlord Responsibility
Keys (lost)	Tenant Responsibility
Kitchen Worktops	Landlord Responsibility
Kitchens	Landlord responsible for kitchen repairs to units etc. but not caused by the tenant or their own fixings
Lifts	Landlord Responsibility



Light Fittings	Landlord will repair only those they have fitted
Like for like Replacements	Landlord will provide if available, standard fitting if not
Mechanical Ventilators	Landlord Responsibility
Outbuildings	Landlords if solid construction – Wooden sheds etc. tenants
Paths and patios	Landlords paths to main entrances to property all other areas are tenants
Penetrating Damp	Landlord Responsibility
Pest Control	Varies depending on Pests (Within Pests Control Policy)
Plastering	Landlord Responsibility only if major crack (Thicker than £1 coin)
Plumbing Repairs and Leaks (landlord fitted items)	Landlord Responsibility
Re-Washer Taps	Landlord Responsibility
Rising Damp	Landlord Responsibility
Roofs	Landlord Responsibility
Sanitary Fixtures and Fittings	Landlord Responsibility
Shower (Landlord Fitted) - inc. electric showers	Landlord Responsibility
Shower Hose and Head	Tenant Responsibility
Sink Units	Landlord Responsibility
Skirting Boards	Landlord Responsibility
Smoke Detectors (Battery Operated)	Tenant Responsibility
Smoke Detectors (Hard Wired)	Landlord Responsibility
Stairs	Landlord Responsibility
Telephone Points	Tenant Responsibility
Toilet Seats	Tenant Responsibility
TV aerials and sockets Serving an Individual Property	Landlord Responsibility
Vandalism	Tenants if caused by the tenant or somebody visiting connected to the tenant
Washing lines/posts	Estate lines/posts Landlord Responsibility - individual houses Tenants Responsibility
Waste Blockages	Main stack only or after 2 attempts
Window frames and sills	Landlord Responsibility
Window handles fasteners and locks	Landlord Responsibility

For Leaseholder's and Shared Owners the following will apply:

<b>Repair Type</b>	<b>Responsibility</b>
Bathrooms Fixtures	Landlord will repair only those they have fitted. This becomes the Leaseholder's responsibility after the defect liability period
Boilers / Gas	Leaseholder Responsibility
Communal Entrance Doors	Landlord Responsibility

Communal Heating System	Landlord Responsibility
Decorations (External)	Landlord Responsibility
Decorations (Internal)	Leaseholder Responsibility
Exterior walls and foundations	Landlord Responsibility
External Communal Areas	Landlord Responsibility
Fixtures, Fittings, and appliances	Leaseholder Responsibility
Floorboards and Floor Tiles	Leaseholder Responsibility
Front Door / External Door	Leaseholder Responsibility
Glazing	Leaseholder Responsibility
Glazing (Communal)	Landlord Responsibility
Heating Fixtures and systems for Individual Properties	Leaseholder Responsibility
Installations	Leaseholder Responsibility
Internal non-structural walls	Leaseholder Responsibility
Lifts	Landlord Responsibility
Plumbing, Leaks or burst pipes	Leaseholder Responsibility
Rainwater and Soil Pipes	Landlord Responsibility
Roofs	Landlord Responsibility
Sewers and Drains	Landlord Responsibility
Supply Pipes to Flat	Landlord Responsibility
Window Frames	Landlord Responsibility

For Residents within Care and Supported Properties the following will apply:

<b>Repair Type</b>	<b>Responsibility</b>
Chimney	Landlord's Responsibility
Condensation	Tenant's / Managing Agent's Responsibility
Damage	Tenant's / Managing Agent's Responsibility
Domestic Appliances	Tenant's / Managing Agent's Responsibility
Door Furniture	Landlord's Responsibility (external doors only)
Electric Showers	Landlord's Responsibility
Fixtures and Fittings inc. curtains (provided by Landlord)	Landlord's Responsibility
Gardening and Trees (Communal)	Landlord's Responsibility
Glazing (windows)	Landlord's Responsibility
Keys (lost)	Tenant's Responsibility
Outbuildings	Landlord's Responsibility
Telephone Points	Landlord's Responsibility
TV aerials and sockets	Landlord's Responsibility
Toilet Seats	Landlord's Responsibility
Baths	Landlord's Responsibility
Brickwork	Landlord's Responsibility
Carpentry	Landlord's Responsibility

Chimneys and flue	Landlord's Responsibility
Communal Areas	Landlord's Responsibility
Central Heating	Landlord's Responsibility
Cooker Switch or Socket	Landlord's Responsibility
Damage (due to break in)	Landlord's Responsibility
Decoration (External)	Landlord's Responsibility
Decoration (Internal)	Dependent on Tenancy Agreement
Doors (External)	Landlord's Responsibility
Door Entry Systems	Landlord's Responsibility
Doors (Internal)	Landlord's Responsibility
Front Door Lock	Landlord's Responsibility
Fences	Landlord's Responsibility
Floor Boards	Landlord's Responsibility
Garages	Landlord's Responsibility
Gas	Landlord's Responsibility
Hand Basins	Landlord's Responsibility
Immersion Heaters	Landlord's Responsibility
Kitchens	Landlord's Responsibility
Light Fittings	Landlord's Responsibility
Mechanical Ventilators	Landlord's Responsibility
Paths and patios	Landlord's Responsibility
Penetrating Damp	Landlord's Responsibility
Plastering	Landlord's Responsibility
Sanitary Fixtures and Fittings	Landlord's Responsibility
Plumbing Repairs and Leaks	Landlord's Responsibility
Re-Washer Taps	Landlord's Responsibility
Rising Damp	Landlord's Responsibility
Roofs	Landlord's Responsibility
Showers	Landlord's Responsibility
Sink Units	Landlord's Responsibility
Skirting Boards	Landlord's Responsibility
Smoke Detectors	Landlord's Responsibility
Stairs	Landlord's Responsibility
Waste Blockages	Landlord's Responsibility
Washing lines/posts	Landlord's Responsibility
Worktops	Landlord's Responsibility
Window frames and sills and locks	Landlord's Responsibility
Pest Control	Landlord's Responsibility
Switches and Sockets	Landlord's Responsibility

## Approval

<b>Version number</b>	V1.0
<b>Approved by</b>	Neil Watts (Director of Service Delivery)
<b>Approval date</b>	11.04.2018
<b>Effective from</b>	04/18
<b>Date of next review</b>	04/21
<b>Policy owner</b>	Neil Watts (Director of Service Delivery)
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<b>Consultation</b>	Cheryl Byers, Toni Jones, Amy Keeble, Mark Attfield, Allan Ronald, Michael Dowling, Tracy Packer
<b>Equality Impact Assessment (EIA)</b>	TBC
<b>Data Protection Assessment (DPIA)</b>	TBC

## Version control

<b>Date</b>	<b>Author</b>	<b>Version</b>	<b>Details of review</b>