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Repairs Policy

Title	Repairs Policy
Date Created	March 2021
Next Review Date	March 2024
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Approver	Board of Management
Applies to	CDS general needs social tenants, shared owners and leaseholders

1. Scope

- 1.1 This policy has been set out to cover all responsive repairs and planned works, including cyclical and major repairs, carried out by contractors acting on our instruction on properties owned and managed by CDS.
- 1.2 For the purpose of this policy, unless specifically mentioned otherwise, the term “resident” covers leaseholders, which includes shared owners.
- 1.3 If there is any discrepancy between this policy and individual leases or tenancy agreements, the lease or tenancy agreement will take precedence.

2. Objectives

- 2.1 This policy aims to ensure we:
 - Clearly lay out the principles of our repairs service, enabling us to provide good quality and customer-focused responsive repairs for our residents.
 - Maintain our properties so they are in good condition.
 - Safeguard the future of our properties to ensure we can provide affordable housing for years to come.
 - Comply with statutory and regulatory requirements of a social landlord.
 - Provide safe homes and communities for our residents.

3. Definitions

- 3.1 **Responsive Repair** – (AKA a repair) Work that is carried out to put right damage, a fault or deterioration that results in an object or component of a home or estate no longer functioning as intended.
- 3.2 **Emergency Repair** – Work required to make a situation safe where damage, a fault or deterioration has put the health, safety or security of a resident or third party at immediate risk or may imminently cause serious harm to the structure of the property. Making safe does not include resolving all issues, but rather ensures that immediate risks are removed or sufficiently reduced.

- 3.3 **Urgent Repair** – We will generally carry out repairs as emergency or routine works. However, we use our discretion to prioritise some works which are seriously affecting the comfort or ability of a resident to use their home or which may become more unsafe if not dealt with quickly.
- 3.4 **Routine Repair** – Repairs of a non-serious nature that do not require immediate attention. Most repairs should fit into this category.
- 3.5 **Planned Maintenance (including cyclical works)** – Work that is planned and carried out as part of a programme of maintenance or repairs in order to help maintain the property in good order. It includes items like external painting, electrical testing and kitchen replacements.

4. Timescale for repairs

- 4.1 The following target completion times represent the maximum length of time it should normally take for responsive repairs to be completed:
- Emergency repairs – 24 hours **to make safe**
 - Routine repairs – 28 days
- 4.2 Emergency repairs will be attended and the situation made safe within 24 hours. This could mean turning off the boiler and providing electric heaters or removing broken glass from a window and boarding it up. If possible, we will complete the main repair at the same time. In most cases, this will not be possible, so we will let you know when the main repair will be done and make an appointment to re-attend. (e.g. fixing the boiler or replacing the window glass).
- 4.3 We will give a higher priority to repairs for residents who notify us of occupants who are adversely affected by the outstanding repair because of their age, health or vulnerability.
- 4.4 Appendix 1 provides examples of repairs along with their typical priority designation.

5. Repair responsibilities

- 5.1 There are a variety of repairs for which the resident is responsible. These responsibilities vary depending on whether the resident is a tenant or a leaseholder.
- 5.2 Appendix 2 outlines repair responsibilities but does not supersede any specific repair responsibilities a resident may have outlined in their lease or tenancy agreement.
- 5.3 Residents must meet their obligations as described in their tenancy agreement or lease, including:
- Prompt reporting of any required repair, including damage to the home or communal parts.
 - Providing access to the landlord's contractors to carry out repairs and maintenance works and inspections, as required.
 - Taking reasonable care of the home and estate.

- 5.4 The resident is responsible for repairing damage from vandalism caused by other people, unless the resident has reported the vandalism to the police and to CDS as soon as it is discovered. CDS will usually only consider carrying out repairs arising from vandalism or third-party damage if the resident has provided a valid crime reference number from the police.
- 5.5 Residents are responsible for insuring the contents of the property or the personal possessions of a household against loss by fire, flood, theft, accident or other household risk. CDS will not typically carry out repairs or compensate for damage that should otherwise be covered by contents insurance, whether or not the resident has such coverage.
- 5.6 You are responsible for using your home in a “tenant-like” way, which generally means:
- Carrying out minor repairs yourself (i.e. changing fuses and light bulbs)
 - Keeping your home and private garden reasonably clean
 - Not causing damage to the property – including damage caused by your visitors
 - Using any fixtures and fittings properly, for example, not blocking a toilet by flushing something unsuitable down it

6. Reporting a repair

- 6.1 It is the resident’s responsibility to promptly report any repair for which we are responsible.
- 6.2 When you report a repair, we will let you know whether it is our responsibility and the target completion time for the repair based on its priority.
- 6.3 Non-emergency repairs can be reported online by filling out a short form on our website, www.cds.coop. Repairs can also be reported by telephone, email, in writing or face-to-face with one of our staff.
- 6.4 Emergency repairs should be reported to us by telephone so we can take immediate action. We operate a 24/7 out of hours emergency repairs service, which can be accessed by calling the main CDS phone number: 03333 21 30 30.

7. Carrying out a repair

- 7.1 We will give you reasonable notice if we need to enter your home to inspect it or to carry out work to your property or that of a neighbour, other than in an emergency when we may need immediate access.
- 7.2 We give our contractors contact information we have on file for residents when a repair or inspection is required. In most cases, our contractors are responsible for contacting residents and scheduling appointments. It is important that residents keep their contact details with us up to date so that we can meet our repair timetables.
- 7.3 Residents are responsible for removing, and putting back after works are complete, all personal belongings or fittings (e.g. laminate flooring or carpets if owned by resident and wardrobes, curtains or other belongings) which would get in the way or hinder works being carried out.

- 7.4 CDS requires our contractors to behave professionally whilst in a resident's home or doing work on behalf of CDS. This includes being courteous to our residents and their belongings and leaving job sites safe, tidy and secure.

8. Like-for-like replacements and making good

- 8.1 Only where a fixture, fitting or component is beyond repair will we replace it unless we choose to replace it as part of a planned cyclical programme or where replacement will achieve better value for money.
- 8.1.1 We will not necessarily replace like-for-like, especially when the item is non-standard. Instead, we aim to ensure replacements are of a mid-range quality and either match CDS's specification or are readily available and represent good value for money.
- 8.1.2 Where we must carry out a partial replacement, such as replacing some tiles in a bathroom, part of a fence, some cupboard doors or drawer fronts for some kitchen units, we will make a reasonable effort to match the existing style, provided the cost to do so is reasonable.
- 8.1.3 Where we are unable to match existing, we will aim to give residents choice amongst the replacement options that meet our criteria.
- 8.1.4 Residents may be permitted to pay the difference, in advance, for the cost of non-standard partial replacements or a full replacement, if they prefer. (e.g. A resident may choose to pay CDS, in advance, for the difference in price to purchase a more expensive kitchen unit in order to ensure it matches the rest of their kitchen or a resident may choose to pay CDS, in advance, for the difference in price to fully retile their bathroom if their existing tiles can no longer be sourced and the resident does not want mismatching tiles installed.)
- 8.2 CDS will make good any damage caused by work to repair a fault to a resident's belongings or decorations. This is not the same as paying for damage caused by the fault itself. (e.g. We would not pay to replace a resident's rug or clothing damaged by an overflowing toilet because contents insurance should cover this. However, we would pay to replace those things, if the plumber who attended to fix the toilet accidentally damaged the rug and clothing whilst they were carrying out the repair.)

9. Rechargeable repairs

- 9.1 In certain cases where CDS carries out a repair outside of our statutory or regulatory repair responsibilities as a landlord, we may seek to recover the cost of that repair from the responsible resident. This applies to both current residents and those that are relinquishing their tenancy and moving out. Examples of rechargeable repairs include:
- Work caused as a result of neglect, wilful damage or misuse (including accidental damage) by an occupant or their visitors.
 - Work required between tenancies to correct any neglect, wilful damage, misuse (including accidental damage) and unauthorised alterations to the property during the last tenancy, as well as for the cost of removing items left in the property and storing them, if required.
 - Work resulting from a claim of a criminal act like vandalism, but the resident does not produce a verifiable crime reference number.

- 9.2 We will work to support victims of domestic abuse. If a resident informs us that damage was caused to a property as a result of domestic abuse or an illegitimate visitor where the resident does not feel able to obtain a crime reference number, the Repairs Manager has the authority – within usual financial authority limits – to carry out the required repairs and not recharge the resident.
- 9.3 CDS will take action to remedy the danger or breach caused by any resident alterations (whether authorised or not) that are dangerous or breach statutory regulations. We will recharge the resident for the associated costs.
- 9.4 CDS will generally pursue payment for rechargeable repairs, including taking legal action, where appropriate.
- 9.5 If a resident is unable to arrange for works that are their responsibility, CDS may agree with the resident to carry out the works at the resident's expense, subject to manager's authorisation. Typically, the cost of the repairs will need to be paid in advance of the work being done, except in the case of an emergency where delaying works would put people or property at serious risk, in which case payment can be made after the repair is completed.

10. Condensation and Mould

- 10.1 The effects of condensation and mould can be a challenge, particularly during the winter months.
- 10.2 In most cases, condensation and mould needs to be managed by the customer through the effective use of heating and ventilation, taking care to use extractor fans and open windows to allow normal moisture from activities like bathing and cooking to escape and wiping down affected surfaces rather than allowing moisture to build up. We provide residents with information regarding condensation and mould in the following ways:
- When a resident reports a problem with condensation and mould to us, we will give them advice over the phone.
 - There is more detailed information on our website about managing condensation and mould and how to prevent it
 - If a resident is unable to reduce the problem after following our advice, we will visit the property to determine the cause and advise/take action accordingly.
- 10.3 Where we carry out works to reduce condensation and mould, we will usually also apply a mould wash to remove existing mould. It is the resident's responsibility to redecorate affected areas and clean or replace personal items damaged by mould.

11. Complaints and Compensation

- 11.1 Any dissatisfaction or requests for compensation related to our repairs service will be handled in line with our Complaints Policy.

12. Planned Maintenance

- 12.1 We carry out works and improvements such as external painting or replacing kitchens according to a planned programme of works to ensure properties are well maintained over a long period.
- 12.2 We plan for these works primarily based on age and condition and the impact on safety. We also take the following into account:
- CDS Asset Management Strategy
 - Stock Condition Survey data
 - Feedback from residents and staff
 - Financial resources available to CDS
 - Changes to building regulations, safety requirements, etc.
 - Expectations for component lifecycles
- 12.3 We expect key property components to last, at least, for the following number of years:

Component	Assumed Life – years
Kitchen	20
Bathroom	25
Boiler	15
Windows	30
Doors	30
Roof (tiled)	60
Electrics	25

- 12.4 These are based on the average expected life and some items will last longer or less time. We do not replace items simply because they are old. If individual property components deteriorate beyond repair, they will be replaced “at-fail”, rather than waiting for a planned replacement programme.
- 12.5 Where we carry out a programme of renewal works, we will not carry out works to every home in a block or estate, but rather base works on the criteria noted above.
- 12.6 Cyclical maintenance includes servicing/testing such as annual gas safety checks, electrical testing, fire equipment, communal water hygiene, lift servicing and more and is carried out on a specific schedule. Residents have an obligation to help us to carry out these essential checks by providing access, where required.

13. Quality Assurance

- 13.1 We believe residents are usually a good judge of whether work in their home has been completed to a reasonable standard. We try to contact residents at least once after all non-emergency jobs to ensure the resident is satisfied and to resolve any issues that might arise.
- 13.2 We may carry out some physical inspections on responsive repairs as a further check on the standards or to follow up on reported dissatisfaction. We will more frequently carry out these checks on planned or renewal works

14. Equality and diversity

- 14.1 To meet the needs of our diverse residents, repairs can be reported to us in multiple ways, including by post, email, phone, text, through our website or via an advocate.
- 14.2 We will endeavour to meet the needs of vulnerable residents if they require additional support at any time during the lifecycle of a repair.
- 14.3 We recognise that residents who are vulnerable or have special needs may require special considerations and we are committed to being sensitive to and meeting those needs. This may include arranging repairs for issues that are not normally landlord responsibility (e.g. changing lightbulbs), carrying out repairs more urgently than normal (e.g. prioritising a heating repair for an older resident with severe arthritis) or making other reasonable adjustments to meet the needs of vulnerable residents and those with disabilities.
- 14.4 We will work with our contractors to ensure they make all reasonable efforts offer appointments at a time that suit all tenants' needs and will take account of the needs of vulnerable residents, in particular.

15. Monitoring and compliance

- 15.1 Information relevant to repairs are logged and maintained securely on our housing management system.
- 15.2 Performance is reviewed by managers monthly.
- 15.3 The CDS Board of Management receives information about repairs performance for each meeting, including satisfaction indicators.
- 15.4 We attempt to contact residents at least once after the completion of non-emergency repairs to determine their satisfaction. These results and our other KPIs are subject to detailed scrutiny quarterly by the Services Committee of the Board of Management.
- 15.5 We will monitor the implementation of this policy through analysis of performance information, including customer feedback and regular case reviews.
- 15.6 The responsive repairs service will be subject to periodic internal audits to ensure compliance with policy and procedures.

16. Confidentiality

- 16.1 CDS will collect and process data in line with our current Data Protection Policy.
- 16.2 Personal information will be shared with repairs contractors without the explicit consent of the person concerned.

17. Legislation and Regulation

This policy meets the legal requirements set out in the following Acts and complies with the Regulatory Framework and guidance from The Regulator of Social Housing.

- Section 11 of the Landlord and Tenant Act 1985 – describes the obligation of landlords to carry out basic repairs, including requiring the maintenance of the structure and exterior of properties owned by CDS, as well as installations in the property for the supply of water, gas, electricity and sanitation
- Section 20 of the Landlord and Tenant Act 1985, as amended by the commonhold and Leasehold Reform Act 2002 – requires CDS to consult with leaseholders prior to undertaking Qualifying works or entering into Qualifying Long-Term Agreements in order to recover such costs
- A decent home: the definition and guidance for implementation – June 2006 update – provides a detailed definition of the Decent Homes Standard

18. Associated policies and procedures

The following procedures are associated with this policy:

- BEACON REPAIRS – Taking calls and raising New Requests
- BEACON REPAIRS – Raising a Works Order
- BEACON REPAIRS – Jobs with no appointment & overdue jobs
- BEACON REPAIRS – Variations, Quotes & Follow-on Work
- BEACON REPAIRS – Completion, Closure & Surveys
- BEACON REPAIRS – No access
- BEACON REPAIRS – Manually recalculating repairs costs
- BEACON REPAIRS – Finding and using correct contact information
- Repairs Guidance – CDS Team – CDS & Client NO CODES – Oct 19
- Plentific User Guide

The policy is supported by:

- Tenant Handbook
- Complaints policy
- Data protection policy
- Health and Safety policy
- Homes Standard of the Regulatory Framework for social housing in England (from April 2012)
- CDS Tenancy Agreements and Leases
- Asset Management Strategy

Version control

Date	Amendment	Version control
15.3.2021	V1.0	Policy approved by Board

Appendix 1 - Repairs Priorities and Timescales for Completion

Emergency works – make safe within 24 hours

Emergency repairs are works that are required to make safe a situation where damage, a fault or deterioration has put the health, safety or security of a resident or third party at immediate risk or caused serious harm to the structure of the property. Emergency repairs include:

- Dangerous structures such as falling ceilings and brickwork
- Total loss of heating and hot water during cold months if there is no immersion heater as backup
- Total loss of electricity
- Electrical failure resulting in your home becoming a danger to you or others
- Burst pipes or uncontrollable leaks that severely impact possessions or the property structure
- Gas leaks and fumes from flues which are a danger to your health or safety. You must phone Transco on 0800 111 999 immediately if you think you smell gas.
- Fire alarm system requiring resetting
- Collapsed ceiling
- Serious blockages and backing up of drains, toilets, sinks basins and baths if it is the only one in your home and it cannot be used at all. We may charge you the cost of the repair if you are responsible for the blockage
- Boarding up and securing of empty premises, where there is a real security risk
- Fencing off of external works for safety (e.g. to cordon off a trip hazard)
- Front door and level access windows where necessary to ensure the security of the premises
- A locksmith when you are locked out of your home. We will charge you for this if it is your fault.
- Making safe, as required, incidents related to racial harassment or domestic abuse

Urgent works

We will generally carry out repairs as emergency or routine works. However, we use our discretion to prioritise some works which are seriously affecting the comfort or ability of a resident to use their home or which may become more unsafe if not dealt with quickly. This might include:

- Moderate roof leaks
- Staircase lighting
- Front entrance doors/locks where not due to tenant damage/negligence
- Moderate leaks
- Repairs to steps, risers, stair railings and handrails

Routine repairs – completion within 28 days

Most repairs do not pose an imminent safety risk and do not require immediate attention. They include things like:

- General carpentry, e.g. repairing or replacing kitchen units
- General plumbing, e.g. dripping or stiff tap, chips to sanitary ware
- Internal flooring
- Most heating issues other than loss of heating in cold weather (e.g. thermostats, single radiators)
- Replacement of sanitary-ware, unless the problem poses a health hazard
- Fence/gate repairs (renewals will usually form part of planned programmes)
- Brickwork and paving repair

Appendix 2 - Repairs Responsibilities

FOR TENANTS:

Repair Type	Responsibility
Baths	Landlord
Boundary walls	Landlord
Brickwork	Landlord
Carpentry	Landlord
Central heating	Landlord
Chains and plugs	Tenant
Chimney cleaning (unless it is primary source of heat for property)	Tenant
Chimneys and flue	Landlord
Communal areas	Landlord
Condensation	Tenant (unless caused by building defect)
Cooker switch or socket	Landlord
Curtains	Tenant
Damage (due to break-in)	Landlord (only if crime reference number given)
Decoration (external)	Landlord
Decoration (internal)	Tenant
Domestic appliances	Tenant
Door entry systems	Landlord
Door furniture	Tenant
Doors (external)	Landlord
Doors (internal)	Landlord
Draught excluders	Tenant
Electrical Meters	Tenant
Fences	Landlord
Fixtures and fittings (tenant fitted)	Tenant
Floor boards	Landlord
Front door lock	Landlord (tenant responsible for lost keys)
Garages	Landlord
Gardening and trees	Tenant responsible for plants/trees on their property
Gas servicing	Landlord
Glazing (if crime ref. no. provided)	Landlord
Guttering	Landlord
Hand basins	Landlord
Hot water heaters	Landlord
Immersion heaters	Landlord
Keys (lost)	Tenant
Kitchen worktops	Tenant
Kitchens	Landlord (not tenant fixings or tenant damage)
Lifts and Stair lifts	Landlord
Light fittings	Landlord (only those fitted by landlord)
Like for like replacements	Landlord if available & cost-effective, standard fitting if not
Mechanical smoke ventilators	Landlord
Mould	Tenant (unless it is caused by building defect)
Outbuildings	Landlord may remove or gift to resident
Paths and patios	Landlord (paths to main entrances to property only)
Penetrating damp	Landlord

Pest control	Varies depending on type of pest. Tenant for pests caused by lifestyle, landlord for pests caused by property defect
Plastering	Landlord only if major crack (thicker than £1 coin)
Plumbing repairs/leaks (landlord fittings)	Landlord
Rising damp	Landlord
Roofs	Landlord
Sanitary-ware and fittings	Landlord
Shower (landlord fittings)	Landlord
Shower hose and head	Tenant
Sink units	Landlord
Skirting boards	Landlord
Smoke detectors (battery operated)	Tenant
Smoke detectors (hard wired)	Landlord
Stairs	Landlord
Telephone points	Tenant
Toilet seats	Tenant
TV aerials/sockets serving 1 property	Tenant
Vandalism	Tenant if caused by tenant or tenant's visitor
Washing lines/posts	Landlord for estate/communal, tenant for individual ones
Washing machine connection	Tenant
Waste blockages	Landlord – main stack only or after 2 attempts
Window frames and sills	Landlord
Window handles, fasteners, locks	Landlord

FOR LEASEHOLDERS/SHARED OWNERS:

Repair Type	Responsibility
Bathroom fixtures	Landlord
Boilers/gas	Homeowner
Communal entrance doors	Landlord
Decorations (external)	Landlord
Decorations (internal)	Homeowner
Exterior walls and foundations	Landlord
External communal areas	Landlord
Fixtures, fitting and appliances	Homeowner
Floorboards and floor tiles	Homeowner
Front door/external door	Depends on individual lease
Glazing (individual property)	Homeowner
Glazing (communal)	Landlord
Heating fixtures and systems (individual)	Homeowner
Installations	Homeowner
Internal non-structural walls	Homeowner
Lifts	Landlord
Plumbing, leaks or burst pipes	Homeowner unless the pipe serves more than one property
Rainwater and soil pipes	Landlord
Roofs	Landlord
Sewers and drains	Landlord
Supply pipes to flat	Landlord
Window frames	Depends on individual lease