



Repairs Policy



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1. Policy statement

- 1.1 This policy sets out how we will deliver our day-to-day responsive repair service to provide a high quality service for tenants, ensuring our homes are safe and well maintained, with close links to our servicing, planned and cyclical maintenance programmes.
- 1.2 The policy aims to ensure we manage our responsive repairs effectively, carrying out repairs and maintenance work quickly, efficiently and to a high standard.
- 1.3 It sets our clear responsibilities and timescales for completing different types of repair, as well as providing a range of ways for tenants to report repairs.
- 1.4 Where repairs are the responsibility of the tenant, the policy ensures there is a clear system to ensure a fair and consistent approach and that tenants are able to access appropriate support and guidance.
- 1.5 We understand the importance of an effective repairs service to our tenants and so will take every opportunity to engage with tenants and leaseholders to consult on the services they require. We will endeavour to improve standards and processes where required to meet their expectations.

2. Purpose

- 2.1 A 'responsive repair' is a term used generally to describe small scale day-to-day repairs that are reactive in nature, rather than planned work or repairs included in a longer-term investment programme. It covers repairs needed to fix single or multiple defects that should be carried out within a maximum 28 days. If the repair does not fit this description, it may be classed as either cyclical or planned improvement works.
- 2.2 In delivering this policy we will aim to:
 - Deliver a value for money responsive repairs service that meets the needs of our tenants and leaseholders
 - Meet all relevant legislative and regulatory requirements and meet our contractual and legal obligations
 - Ensure that we maintain a safe and secure environment for tenants
 - Carry out repairs that are CCHA's responsibility
 - Ensure that a consistent and fair approach is adopted in relation to recovering costs of a rechargeable repair.
 - Carry out repairs at an appropriate time and at the convenience of the tenant/leaseholder
 - Undertake timely repairs that ensure the upkeep of our assets
 - Maintain high quality homes in a good state of repair

- 2.3 Our objectives in delivering this policy and to meet our commitments in the Corporate Strategy “Landlord of choice” are to:
- Ensure the repairs service is easily accessible through a range of different contact points
 - Deliver repairs at a time to suit our tenants and leaseholders
 - Offer services flexible and responsive enough to meet a wide range of needs and demands
 - Ensure services delivered offer value for money to tenants and leaseholders
 - Ensure our homes are safe and we meet our landlord compliance obligations
 - Deliver a 1st class repairs service
 - Achieve high standards of customer care and satisfaction
 - Ensure all stakeholders are aware of their responsibilities for repairs and the costs associated with them
 - Deliver ‘right first time’ repairs, carrying our repairs in one visit where reasonably practical
 - Achieve a high quality of completed work
 - Ensure the tenant’s voice is heard and directly influences policy, strategy and services
- 2.4 In delivering our repair service we aim to support the objectives of our Asset Management and Repairs Strategy.
- 2.5 We will work in partnership with our customers to continuously improve and shape services to meet their requirements and seek ways to improve value for money. This we will achieve through continuously monitoring and learning from feedback and reviewing our performance.

3. Scope

- 3.1 This policy applies to all properties owned or managed by Cardiff Community Housing Association (CCHA) Ltd.
- 3.2 The Repairs Policy, Repairs Handbook, updates and summary of information regarding repairs will be publicised widely and specific details included in:
- Tenant Handbook
 - Tenant and Leaseholder Newsletters
 - Our Website
 - Social Media, including Facebook and Twitter
 - Training and policy briefings for staff

4. Responsibilities

- 4.1 It is the responsibility of the Board to ensure the implementation of this policy and that this is monitored effectively.
- 4.2 The Corporate Director of Property Services is responsible for appointing responsible people to deliver the policy and ensure that adequate resources are in place to do so.
- 4.3 The Head of Repairs Transformation, Head of Housing & Communities and Head of Asset Management & Decarbonisation are responsible for ensuring compliance with this policy.
- 4.4 The Head of Repairs Transformation is responsible for managing compliance with this policy on an operational basis.
- 4.5 Every member of staff, particularly those working in Property Services, Customer Services and Housing Management, has the responsibility to read, understand and implement this policy fairly and consistently.
- 4.6 All contractors, consultants and partner organisations are responsible for operating in accordance with this policy when delivering services on behalf of CCHA.

5. Legal & regulatory framework

- 5.1 The main legal framework this policy complies with is as follows:
 - Renting Homes Act 2016
 - Landlord and Tenant Act 1985
 - Commonhold and Leasehold Reform Act 2002
 - Party Wall Act 1996
 - Housing Act Wales 2014
 - Health and Safety at Work Act 1974
 - Management of Health & Safety at Work Regulations 1999
 - The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
 - Pre-Action Protocol for Housing Disrepair
 - Housing Health and Safety Rating System (HHSRS)
 - ASB Crime & Policing Act 2014
 - Control of Asbestos Regulations 2012
 - Section 79 Environmental Protection Act 1990
 - Welsh Housing Quality Standard (WHQS)
- 5.2 We will also meet all other relevant statutory regulations covering, but not limited to, general construction related activities and specifically areas such

as asbestos, water hygiene, fire safety, electrical and gas safety and our requirements under the Construction Design and Management Regulations.

- 5.3 The Housing Health and Safety Rating System (HHSRS), introduced under the Housing Act 2004, is an important part of the regulatory framework governing our responsive repairs service.

We will endeavour to identify hazards classified under the HHSRS at every opportunity and undertake formal assessments of hazards when these are referred or reported to us.

- 5.4 The Welsh Housing Quality Standard (WHQS) arose from the National Housing Strategy for Wales 'Better Homes for People in Wales'. The Standard was developed by the Welsh Government to provide a common target standard for the condition of all housing in Wales.

Wherever possible, we will ensure that repairs ensure homes meet WHQS, i.e. that all households should have the opportunity to live in good quality homes that are:

- In a good state of repair.
- Safe and secure.
- Adequately heated, fuel efficient and well insulated.
- Contain up-to-date kitchens and bathrooms.
- Well managed.
- Located in attractive and safe environments.
- As far as possible suit the specific requirements of the household, (e.g. specific disabilities).

- 5.5 We will comply with the WHQS 'Standard' as set out in "Revised Guidance for Social Landlords on Interpretation and Achievement of the Welsh Housing Quality Standard". Our WHQS Compliance Policy sets out how we will comply and adopt these standards.

6. Access to the repair service

- 6.1 Our aim is to provide tenants and leaseholders with easy access to our services through a number of different channels for tenants to report repairs as soon as they become aware of a problem.
- 6.2 Repairs can be reported through our website at www.ccha.org.uk, by email at repairs@ccha.org.uk, by telephone through our customer services team on 02920 468490, in person to any member of staff during normal office hours (at Tolven House), writing to our office address, or through our out of hours call centre.
- 6.3 Our 'Out Of Hours' emergency service operates every day of the year for emergency repairs. Where a reported repair is not an emergency, the

customer will be asked to report the repair through one of the reporting options above. Where appropriate the tenant will be asked to call back during office hours of the next working day to make an appointment for the repair to be completed.

7. Repair responsibilities

7.1 Our responsibilities

7.1.1 As a landlord, we are responsible for keeping the structure and outside of our homes in a good state of repair, including:

Our Responsibility	What this means...
Walls	Structural damage to walls internally and externally of properties
External and fire Doors	Front and Rear doors. Kitchen doors where a fire door is not already fitted. All other internal doors are the responsibility of the tenant. When tenants would like to change internal doors, this should be requested through a Home Improvement form.
Windows, window frames and sills	All repairs and replacements of windows which are inclusive of handles, restrictors, glazing, sills and defective frames
Drains, gutters, external pipes	All rainwater goods – Clearing blockages and replacements where required
Installations for the supply of water, gas, electricity and sanitation.	The service up to and including the gas, electrical and water meter from street level is the responsibility of the service provider
The roof and chimney	All roof, chimney and structural repairs and replacements
Access paths and steps to individual homes and any paving around the perimeter of the building	All access routes where CCHA own the ground leading to the property.
The internal structure – including kitchens and bathrooms fixtures and fittings	As fixed components such as kitchen and bathrooms we will conduct repairs where required to make the areas safe and habitable. In the event of tenant damage, this will be picked up as a tenancy management matter.

Our Responsibility	What this means...
Floor coverings that we have installed	In most cases this applies to Kitchens, Bathrooms and Communal areas. We will repair or replace to ensure the areas are safe and habitable.
Gas Appliances and Electrical Wiring Installations installed by CCHA	We have a legal responsibility as a Landlord to ensure Gas and Electrical services within homes are safe. In the event that a tenants appliance is unsafe, we may be required to isolate or disconnect these appliances.
Hot water and heating systems	Full repairs, servicing and replacements with Heating and Hot Water systems as required.
Ventilation systems, including extractor fans	Systems where they have been installed by CCHA. In the event that tenant install systems that are unsafe or do not meeting Building Regulations, we have a duty of care to remove or disconnect the items to make the home safe.
External decoration	Inclusive of exterior of the building, sites/schemes owned by CCHA and communal areas These will be under a cyclical decoration plan
Outbuildings which form part of the original structure or which we have previously provided – not including garden sheds or storage containers	Buildings/structures provided and owned by CCHA. Buildings should be structurally safe and repairs/replacements will be made in the event of buildings becoming a hazard.
Communal areas including mechanical and electrical services, windows and doors	All communal areas.
Fences, gates and external walls which are our responsibility to maintain	We will ensure boundary areas of homes are safe and maintained.
Damp	We will manage and resolve issues of rising or penetrating damp. Condensation in most cases are a result of living condition and we will work with our tenant to advise on solutions within their home for condensation.

7.1.2 We will also make good and repair walls and surfaces surrounding any repair we have undertaken. This may include redecorating or providing redecoration vouchers or packs, depending on the amount of work needed and the needs of individual tenants.

7.2 Dealing with disrepair

7.2.1 We want our repairs service to comply with good practice and provide a responsive, high quality service for tenants. This will help to reduce the need for tenants to make complaints, including formal claims of disrepair.

7.2.2 Disrepair claims and complaints are often signs of various issues, such as:

- Poor condition of the home and/or inadequate work to improve conditions
- A failure of the repair service to respond to complaints adequately, or at all
- The way the internal complaints procedure works
- The attitude of staff when dealing with tenants' complaints and concerns

7.2.3 In order to limit the instances of disrepair claims we will:

- Maintain comprehensive information on our housing stock in line with our Asset Management Strategy
- Undertaking Stock Condition Surveys at least every 5 years in all homes
- Undertake timely maintenance, repairs and improvement work
- Ensure an effective and positive response to threats of legal action
- Establish good communications with our customers and internally amongst staff and contractors
- Continually monitor systems and procedures with a clear and publicised system for dealing with complaints about how we deliver repairs and the standard of the work we carry out
- We will also ensure we regularly review formal and informal complaints so we can learn from any trends and make improvements to our service

7.3 The right to repair

7.3.1 It is our Policy to adopt the key points set out under the 'Right to Repair', which sets out obligations on landlords to carry out "qualifying repairs" of less than £250 within set timescales (see table below for more detail). The details of this are set out in the Secure Tenants of Local Housing Authorities (Right-to-Repair) Regulations 1994.

7.3.2 If the repair is not carried out within the set time limits, then our tenants have the right to ask for an alternative contractor to do the work. If a second contractor does not complete the work within the second prescribed period, compensation may be payable.

- 7.3.3 The compensation is fixed by the legislation at an initial sum of £10, plus £2 for every day thereafter that the repair is not completed, up to a limit of £50.
- 7.3.4 We will always give notice to the tenant of the likely timescale to complete reported repairs and publicise the rights for our tenants in relation to these regulations.

Right to Repair table of works and timescales

Item	Description - Defect	Timescale Working Days
1	Total loss of electric power	1
2	Partial loss of electric power	3
3	Unsafe power or lighting socket, electric fitting	1
4	Total loss of water supply	1
5	Partial loss of water supply	3
6	Total or partial loss of gas supply	1
7	Blocked flue to open fire or boiler	1
8	Total or partial loss of space or water heating Between 31th October and 1st May	1
9	Total or partial loss of space or water heating Between 30th April and 1st November	5
10	Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling house) toilet pan	1
11	Toilet not flushing (where there is no other working toilet in the dwelling house)	1
12	Blocked sink, bath or basin	3
13	Tap which cannot be turned off	3
14	Leaking from water or heating pipe, tank or cistern	1
15	Leaking roof (subject to risk assessment i.e. high winds, ice or snow)	7
16	Insecure external window, door or lock	1
17	Loose or detached banister or handrail	3
18	Rotten timber flooring or stair tread	3
19	Door entry phone not working	7
20	Mechanical extractor fan in internal kitchen or bathroom not working	7

7.4 Tenant’s duties and responsibilities

7.4.1 Some repairs are the responsibility of our tenants and are set out in our tenancy agreements and Tenants’ Handbook.

7.4.2 Our tenants are responsible for:

- Treating their property with respect and care avoiding wilful damage and neglect (allowing a property to go into disrepair)
- Keeping the inside of their home clean and decorated to a reasonable standard
- Maintaining their garden to a reasonable standard, including pruning shrubs, plants, maintaining trees and cutting grass.
- Reporting repairs quickly to prevent on-going damage to their home
- Repairing any damage caused deliberately or carelessly by the them or anyone who lives with or who is visiting them
- Arranging and paying for a locksmith to gain access to the property if they lose their keys, including cutting additional keys
- Ensuring their home is left in a good condition when they move out
- Maintaining their own appliances and white goods, and ensuring they are safely installed and maintained.
- Arranging for the treatment of any pest infestations (such as rats, mice, wasps, lice, silverfish, cockroaches etc.) within individual dwellings
- Allowing us access to their home so that repairs can be undertaken within the appropriate timescales, including access at short notice for emergency repairs.
- Meeting the cost of repairs that are listed as their responsibility

7.4.3 Specific tenant related maintenance responsibilities include:

Tenant Responsibility	What this means...
Replacing plugs and chains to sinks and baths	We install standard/universal fittings to our properties which can be found in most stores
Unblocking sinks, drains and toilets that have been blocked through misuse	Any internal blockages. In the event of blockages that are communal or from external sewerage, tenants should contact the service provider.
Replacing Shower Head’s and Hoses	We install standard/universal fittings to our properties which can be found in most stores
Replacing shower curtains	We install standard/universal fittings to our properties which can be found in most stores
Installing or replacing curtain rails, pelmets and blinds	Window coverings and fittings

Tenant Responsibility	What this means...
Replacing broken toilet seats	We install standard/universal fittings to our properties which can be found in most stores
Filling minor cracks and holes before redecoration	Non structural cracks and holes
Adapting or adjusting doors to accommodate carpets or floor covering (aside from Fire Doors)	A home improvement form should be completed in event of changing doors, to ensure the doors are not deemed as fire doors and providing fire protection within the home. Adjustments to non-fire doors can be made at the point of being required by the tenant.
Repairs to their own improvements/alterations	Any structural improvements required a Home Improvement Form to be completed and agreed by CCHA before commencing work.
Items the tenant, their family or visitors have damaged	These items are usually fittings and can be rechargeable if not repaired by tenants.
Replacing lamps and fluorescent tubes (unless fixed behind a screw)	These can be ceiling lights, wall lights, kitchen and bathroom lights.
Installing TV aerials (unless you live in a block of flats)	Unless the TV aerial is shared with other CCHA tenants.
Connecting and disconnecting washing machines, tumble dryers and dishwashers	Installation of household appliances and white goods, unless provided by CCHA as part of service chargeable or a scheme communal area.
Connecting electrical cookers	Appliances should be fitted by a qualified electrician.
Lock changes and replacing keys/fobs due to loss of keys etc.	Not inclusive of communal doors. Lock changes and replacements of tenants front and back door are tenant responsibility. Communal flat doors are the responsibility of CCHA. In the event that communal door locks are damaged or require replacement as a result of tenant damage, this will be rechargeable.
Pest control treatment – fleas, mice, rats, cockroaches, wasps, bees, birds, squirrels etc	In the event of a Pest Control report requiring repairs to the structure of the building, then tenants should contact the Repairs Team to provide remedial repairs to their home.

7.4.4 Our tenants are also responsible for maintaining and repairing parts of the outside of the property including:

- Their own equipment, such as TV aerials (unless communal system), satellite dishes and telephones and their cabling and supply
- Repairs to sheds or storage containers
- Replacing washing lines
- Repairs, improvements or disposal of structures they have installed
- Maintenance and cleaning of gardens (including trees, plants, grass and items within the gardens) – unless in a common area where an estates management service cost is applied

7.5 Insurance

7.5.1 It is our tenants and leaseholders' responsibility to insure their home and its contents. Tenants are responsible for any loss or damage to their home due to theft, flooding, fire, or accidental damage. Tenants and leaseholders may also be responsible for damage caused to other properties as a result of flooding or fire. We will routinely advise tenants to take out appropriate insurance cover for personal belongings.

7.6 Tenant improvements

7.6.1 Our tenants are able to make alterations and improvements to their home provided that they obtain written permission before any works are carried out. Our tenants must complete and return a Tenant Improvement Form (<https://ccha.org.uk/wp-content/uploads/2021/08/Home-Improvement-Form-2.0.pdf>) to CCHA, and have CCHA improve the form, to gain permission to make alterations and improvements.

7.6.2 Our tenants must seek written permission from CCHA whenever they want to improve, complete alterations to or replace items such as (but not exhaustive):

- Kitchens
- Bathrooms
- External Doors
- Internal Doors
- Windows
- Boundary Walls or Fencing
- External Property Redecoration
- Extensions, conservatories, out buildings
- Gas Appliances (including cookers)
- Installation of dishwashers and tumble driers

- 7.6.3 In all cases, permission must be granted before any work begins so we can approve any plans and ensure tenants have sought all relevant permissions including Planning and Building Regulations approval etc.
- 7.6.4 We will not unreasonably withhold consent when a request to carry out improvement or alterations. If consent is not provided, tenants will become responsible for any subsequent repairs, maintenance or replacement of the improvement/alteration.
- 7.6.5 Any gas related work **must** be undertaken by a Gas Safe registered contractor and electrical works **must** be carried out by an NICEIC (or equivalent) registered contractor.
- 7.6.6 Original certificate(s) must be provided to us upon completion of any improvement work.
- 7.6.7 It is our tenant's responsibility to ensure that if we have consented to improvements that the work is post inspected and signed off by our team. This inspection will be undertaken by the Asset Management Team .
- 7.6.8 If the work is not formally approved and signed off, then our tenants will be responsible for subsequent repairs, maintenance or replacement of the improvement/alteration.
- 7.6.9 It is possible to provide retrospective consent for a component replaced following the introduction of this policy. This will require a full inspection by the Assets & Landlord Compliance Manager or a delegated technical officer to assess the condition of the component.
- 7.6.10 At the end of the tenancy, our tenants may claim compensation for certain eligible improvements carried out after receiving the required consent. Further details can be found in our compensation policy.
- 7.6.11 **Gifting of Items**

New tenants, including successions, assignments and mutual exchange agreements, may have the option of accepting improvements made by previous tenants in certain circumstances. Such agreements will need to be approved in writing and recorded on the tenant file.

In some instances, an item or appliance such as an external storage box, garden shed, integrated cooker or temporary heater may be gifted to a tenant.

Gifted items in all instances will become the tenant's responsibility and CCHA will have no repairing responsibility for these items. This includes any repairs, maintenance or replacements of these items.

As part of our void specification, we install the flooring to of our empty homes. Flooring is a gifted item to tenants at sign up.

7.7 Leaseholder obligations

- 7.7.1 We will not carry out repairs for leaseholders where the terms of the lease state that a repair is their responsibility. Leaseholder's repair responsibilities are set out in detail within individual lease or management agreement. The same rechargeable repairs approach will apply to leaseholders as for tenants. We will not carry out repairs to homes we manage for third parties unless expressly identified in formal agreements.
- 7.7.2 We will consult widely with leaseholders before undertaking any Long-Term Qualifying Agreement or repair or major project over £250 in line with Section 20 of the Landlord and Tenant Act 1985. We will comply fully with the requirements placed on managing agents/landlords in respect of consultation.

7.8 Defects liability period (contractor responsibility)

- 7.8.1 Any work we carry is covered by a defect's liability period and a material warranty. Both will start from the date of completion of the work. The defects liability period will last for 12 months from completion of the works. Should a problem arise within the defects liability period then the contractor is expected to attend in line with the repair priority timescales set out in this policy.

7.9 Physical Adaptations

- 7.9.1 Some of our homes have been adapted to meet the needs of tenants who have a disability, such as properties with level access showers and grab rails.
- 7.9.2 We are committed to providing a service that takes account of tenants' needs, which may require a physical adaptation to their home. To ensure we understand individual's needs, we will consider Occupational Therapist referrals which tenants can request from Cardiff Accessible Homes or through a GP.
- 7.9.3 In some circumstances we will use their recommendations to assist residents to apply for a Physical Adaptation Grant (PAG) to fund the work and also ensure compliance with our WHQS Policy.
- 7.9.4 The Association wants to enable tenants to remain living in their homes by installing any adaptations they may need. There is, however, a need to ensure that this is not to the detriment of the Association's housing stock and the needs of future tenants.

- 7.9.5 Before any adaptations are carried out an assessment needs to be carried out on CCHA's behalf by an Independent PAG Surveyor. This is to identify if it is in the best interest of the tenant and CCHA to have the property adapted. Part of the assessment consists of the consideration of a transfer to a property which has already been adapted and the likelihood of another suitably adapted property becoming available. If it the property is suitable for the adaptation, it will be referred to an Occupational Therapist.
- 7.9.6 All tenants are encouraged to contact CCHA's Property Team or their Housing Officer initially to discuss the type of adaptation they are requesting, so that various options and advice can be discussed in relation to individual circumstances:

7.9.7 **Adaptation Criteria**

In the view of the Occupational Therapist (OT) and a PAG Surveyor, that adaptations are required to an existing home and they meet the WG Physical Adaptation Grant criteria, the application should be measured using the following criteria:

- The prognosis of an OT is that the adaptations are required for the long term
- The applicant must have lived in the property for 6 months to be eligible for adaptations. (Where a tenant has been allocated the property on the basis that the adaptations need to be made this criterion will be overridden), however if circumstances should change within the 6 month period then adaptations would be considered
- Level access showers should not be installed in flats above ground floor if there is no lift. The applicant should be referred to Cardiff Council for rehousing and decision formally notified in writing
- In family accommodation the bath should not be removed and replaced with a shower except in exceptional circumstances
- Extensions will only be considered if all other options have been exhausted
- If for any reason the adaptation should not be suitable under the above criteria, then the applicant will be given access to Cardiff Council's common waiting list, CAH/exchange list and given full details of Home Swapper
- Occasionally there will be the need to exercise discretion and carryout works which fall outside these criteria. It is expected that these cases will be minimal and should always be agreed by the Corporate Leadership Team
- Adaptations will always be designed to Part M building regulations

7.9.8 **Major and Minor Adaptation Work**

Minor adaptations are classed as any low cost (below £250) adaptation work. Such adaptation work can usually be carried out on receipt of a referral from an Occupational Therapist or a Social Care Service. The budget for minor adaptations comes from either Cardiff Community Housing Associations budget or a Physical Adaptation Grant via the Welsh Assembly. The following are examples of minor adaptations:

- Lever taps
- Grab Rails
- Door Entry Systems
- Half steps
- Small Ramps

Our Officers are not “trusted assessors”, so if there is any doubt where grab rails are to be positioned, information received from Social Care Services must be consulted. Additional Grab rails may be installed by our M Team or contractors.

All other adaptation work costing £250 and over is classed as a major adaptation will only be carried out once a referral has been received from Social Care Services and a subsequent decision has been made by the Welsh Assembly in regards to funding the required works (exemptions in some fast track cases). Social Care Services will use their own three-tier priority scoring system to advise as to the urgency of the adaptation requested.

The following are examples of major adaptations:

- Level access showers
- Major structural conversions
- Stair lifts
- Kitchen Alteration
- Ramped access for Wheelchair user
- Through Floor Lifts

7.9.9 **Portable and temporary equipment**

Portable or temporary appliances such as bath or shower seats, temporary ramping etc are provided by Social Care Services, not by Cardiff Community Housing Association. We will advise any applicant to contact their General Practitioner or their Social Care Worker

7.9.10 **Application Procedure**

If any adaptation request involves a major adaptation (and is feasible) applicants will be referred to Cardiff Accessible Homes for a full assessment. A member of staff from Cardiff Accessible Homes will contact the applicant to make arrangements to assess their requirements.

For all works requiring an Occupational Therapists (OT) Assessment as stated in the OT will send an assessment / referral for requested works to CCHA. This information will include a recommendation as to the works and equipment required to meet the applicant's needs as well as a recommendation on the urgency of the referral.

Tenants successful in their application will be prioritised in order of the date an application was received: within the priority they have been allocated (unless there are exceptional circumstances)

However, where a tenant is discharged from hospital, and require that their home be altered, such cases will be prioritised following agreement with CAH/OT along with CCHA.

If applicants feel that there is a change in their individual circumstances, which would change their priority, they should ask for a re-assessment by CAH/OT

7.9.11 **Home Suitability & Refusals**

If a property is not deemed suitable for an adaptation, the adaptation will be declined. Reasons for refusal may include layout, location and future let-ability should the adaptation go ahead.

Applicants whose home is considered larger than their requirements warrant (i.e. in line with Under Occupancy, Bedroom Tax) will not be eligible for adaptation works, nor will those who have terminated their tenancy. Any tenant subject to a possession order will also not be eligible.

7.9.12 **Disposal / Re-using Adaptations**

Where an adaptation is conventional in nature and unobtrusive, for example, a grab rail or a level access shower, the adaptation should be left in situ if the property becomes void. Where an adaptation is intrusive, or there are multiple adaptations within a property, e.g. a through floor lift or a hoist system, the property will be offered to Cardiff Accessible Homes to see if a suitable tenant can be found for it. If after a two-week period no tenant is identified who has a requirement for the adaptation, the equipment will be removed and responsibly recycled at the Association's discretion.

A suitable and sufficient Person-Centred Risk Assessment should be undertaken by Cardiff Accessible Homes to ensure the equipment is suitable for future use before allocation to a new tenant.

Should an adaptation be unsuitable for an incoming resident and there are no suitable applicants requiring the adaptation, if the property is let to a non-disabled person the adaptation will be removed.

8. Rechargeable repairs

8.1 Rechargeable repairs statement

8.1.1 We aim to manage tenancies efficiently and, in a cost, effective manner by balancing both the rights and responsibilities of tenants. Sometimes this means we may need to re-charge the cost of a repair to tenants where we have carried out work that is their responsibility or where they, or their family or visitors have caused intentional damage.

8.1.2 Where this happens, we will take a reasonable approach to the costs of the work and the way we recover this money, ensuring we comply with our statutory requirements.

8.1.3 We will ensure that:

- A consistent and clear, message is communicated to tenants and staff in terms of actions that will be taken against tenants or former tenants that have caused damage to our properties
- Effective measures are in place to recover costs we may have incurred
- Proactive controls are put in place to identify underlying issues such as Domestic Violence and any support we can offer tenants
- We take a sensitive approach to when we will carry out repair work such as lock changes, considering the individual circumstances of the tenant and nature of the repair in each case
- We carry out case by case reviews as to whether the recharge should be applied and how this should be done will be undertaken when circumstances are not clear

8.2 Rechargeable works

8.2.1 Some of the most common rechargeable repairs (not an exhaustive list) include:

- Damage caused by the tenant, their family or visitors to their property or adjoining property owned by us
- Forced entry to a tenant's home because of lost keys or a need to enter the property to carry out an emergency repair that is the tenant's responsibility
- Poor DIY, removal of rubbish or belongings, unauthorised adaptations etc. during the tenancy or after the tenant moves out
- Falsely claiming eligible or discretionary repairs
- Falsifying or supplying an unrelated crime reference number
- Lock changes and gaining entry into tenants' home, garage or shed
- Intentional damage to the internal structure of the property, including walls, plasterboards, doors, windows, fixtures and fittings, plumbing and electrics

- Intentional damage to the exterior of the property including walls, gates, fences, paths, steps, patios, driveways and parking areas (damage includes spillages)
- Intentional damage to internal communal areas: lobby areas, hallways, stairs etc.
- Intentional damage to external communal areas: including walls, gates, fences, paths, steps, patios, driveways and parking areas, stores for refuse and recycling, scooters, bicycles (damage includes spillages)
- Restoring gardens following unauthorised work
- Removing plants and trees in gardens that have been allowed to overgrow due to wilful neglect
- Costs of removal of goods from property both during and following the end of a tenancy
- Cost of removing rubbish from property, including lofts, gardens and outbuildings following end of a tenancy
- Fumigation and treating pest infestations
- Restoring the structure of the building, and/or fixtures and fittings, following unauthorized (written consent not provided) or unsatisfactory work in order to comply with legislation and requirements applicable at the time, such as the WHQS and/or to make safe
- Not allowing access for pre-arranged appointments
- Misuse of our emergency repairs service – reporting a repair as an emergency when it is not or where it is the tenant’s responsibility
- Damage caused during the execution of a lawful search by Police
- Fitting TV aerials
- Changing domestic fuses
- Bleeding radiators
- Plumbing in washing machines and dishwashers
- Replacing light bulbs (behind a screw)
- Replacing broken toilet seats
- Replacing plugs and chains on sinks and baths & cookers

8.3 Wilful neglect and deliberate action

8.3.1 Wilful neglect or deliberate action on the part of the tenants/leaseholders, household members or their visitors could include vandalism, intentional damage (e.g. forcing a door open rather than reporting a lost key) or attempting to carry out a repair or make an alteration that then requires professional attention, and which in the process causes damage.

8.3.2 Wilful neglect and deliberate action also includes failing to report an obvious problem which leads to more extensive damage occurring. An example of this could be a failure to report a leaking pipe, which results in electrical failure or a ceiling collapsing due to persistent water damage.

8.4 Missed appointments and legal action

- 8.4.1 We understand that there may be occasions when a tenant may miss an appointment due to unforeseen circumstances or it may simply be an oversight. We will rearrange for the repair to be carried out. However, if subsequent appointments are missed, the work order will be closed and we may recharge the cost of the call out back to the tenant.
- 8.4.2 We will always carry out emergency repairs. However if the emergency repair is rechargeable the tenant will be advised that they will be recharged for the cost of the repair at point of contact and/or during the repair visit.
- 8.4.3 Where a tenant fails to allow access following a report of an emergency repair, we may recharge the cost of the emergency call out back to the tenant.
- 8.4.4 Where legal and tenancy enforcement action is required to gain access to a tenants home (to undertake repairs or servicing) we will follow our no access policy to seek legal access and recharge all arising costs of any enforcement action.

8.5 Recharging tenant improvements

- 8.5.1 Improvements made by tenants that we have not approved or where permission was granted on condition that the property was returned to its original state and this has not been done will be recharged to the tenant.

8.6 Non-rechargeable circumstances

- 8.6.1 We will not make a re-charge in the following cases:
- to a family that has passed away if there is no estate
 - when a tenant goes into residential care and has no means to pay
 - where a tenant has been a victim of a serious crime and charges are brought against the perpetrator
 - where a tenant has been a victim of domestic violence
 - where incidents are reported to us as an act of anti-social behaviour, racist behaviour or due to domestic abuse
 - works that are required due to fair wear and tear of the property as defined by component lifecycles
 - removal of items left in an empty property where we have agreed that they be left
 - carrying out remedial improvements made to a property that we have previously approved and signed off

8.7 Charging arrangements

- 8.7.1 Tenants may be given the opportunity to carry out any rechargeable repairs themselves. Where a tenant chooses to carry out their own repair they must provide a target completion date so we can arrange a post inspection of the repair to ensure that it has been undertaken to the required standard and where relevant to legal requirements.
- 8.7.2 We will consider carrying out repairs that are tenants' responsibility on behalf of the tenant. In such circumstances, we will provide a quotation and agree payment in advance before the work is started.
- 8.7.3 Where tenants may otherwise have difficulty in repaying the cost of a rechargeable repair, we will offer affordable repayment plans.
- 8.7.4 Rechargeable repair costs will be calculated using the current version of the National Housing Federation Schedules of Rates for reactive repairs where these are available, and will be subject to VAT.

8.8 Outstanding rechargeable repair charges

- 8.8.1 Where there are excessive outstanding recharges on a tenant's account, no agreement for payment is in place or an existing payment plan is not being met we will:
- Consider only carrying out emergency repairs (tenant right to repair) until a payment plan is agreed.
 - Consider refusing any transfer and mutual exchange applications until the cost of the recharges are recovered (as per our Allocations Policy).

8.9 Recovery of charges

- 8.9.1 Failure to pay recharges is considered a breach of tenancy conditions and CCHA will seek to recover those costs via appropriate income recovery methods.

8.10 Appeals process

- 8.10.1 Current and former tenants have the right to challenge repair recharges. Such requests will be considered by the Head of Repairs Transformation or the Head of Housing & Communities.
- 8.10.2 Tenants also have the option to take independent advice from an independent source such as the Citizens Advice or a Solicitor.
- 8.10.3 Tenants have 7 days to respond and challenge any rechargeable repairs requests.

- 8.10.4 If substandard repairs have been undertaken previously by contractors that directly relate to the repair being recharged a maintenance officer visit will be undertaken. This is to make sure that tenants are not recharged for contractor poor workmanship and to discuss the individual circumstances relating to the repair.
- 8.10.5 We will also consider recharging contractors for missed appointments or if they attend a property without prior notice or an appointment.

8.11 Extenuating circumstances

- 8.11.1 The Repairs Policy, Mutual Exchange Policy, Empty Homes Policy and Recharge Procedure are the only policies with direct reference to managing the issuing of recharges. However, it is important that the wider issues (anti-social behaviour, support needs – personal and financial) are considered fully when working in partnership with tenant/leaseholder to understand their responsibilities, cope with consequences and manage their debts.
- 8.11.2 Managers may use discretion when there are mitigating circumstances such as a vulnerability or extenuating personal situations. These should be agreed within the Operational Management Team.

9. Repair priorities & timescales

9.1 Repairs priorities

When prioritising repairs, specific related tenant issues will be considered as appropriate. Where tenants are vulnerable, priority times will be altered accordingly.

The following categories are used to prioritise repairs:

- 9.1.1 **Emergency (E1)** This category is used to avoid danger when there is an immediate danger to a person, or where there is serious risk of damage to the property.

Our target to attend to day to day emergency repairs is 4 hours from the time the repair is reported, however we will endeavour to attend as soon as possible. During exceptionally busy times, we will manage multiple call outs on a risk based need and explain this to tenants at the time the repair is reported. We will manage multiple OOH's call outs to a single contractor on a risk based need.

During the normal working day (9am – 5pm) we may not always be able to attend within 4 hours. In these instances, we will provide advice to tenants on how to reduce the risk of immediate risk, until we attend. Where this is the case we will explain this fully to tenants and reduce the potential for harm over the phone. We will then ensure that within 24 hours we make eliminate all risk of harm or the potential dangerous situation.

Any follow up work will be arranged in-line with timescales set in this policy.

Examples of E1 repairs:

- Burst water pipes, serious leaks or loss of water supply
- Leaks close to or interfering with an electricity supply
- Complete household electrical failure
- Complete household lighting failure
- Failure of communal lighting
- Roof leaks, where harm is likely to be caused to a person or property
- Blocked Sewer
- Blocked toilet – only one toilet in property (rechargeable)

- Fault with fire alarm
- Fault with a smoke detector
- Security issue with domestic external doors or windows
- Complete loss of heating/and or hot water
- Broken glass which poses a risk to security at ground level or harm to a person
- Unsafe flooring or chimney
- Removal of racist or offensive graffiti
- Repair, replacement or installation of a window restrictor (above ground floor)
- Immediate H&S Risks where harm is highly likely to a person in the property or members of the public

9.1.2 Urgent (07)

For urgent repairs, we will respond within working 5 days. Urgent repairs are those which do not pose any risk to tenant safety or security, but need to be completed quickly.

Examples of 07 repairs:

- Partial failure of heating system
- Minor plumbing services, such as leaking radiators or overflows
- Minor electrical repairs, such as a light or socket outlet not working
- A faulty door entry system
- Blocked gullies (rechargeable)
- Faulty communal laundry equipment
- Faulty aerial systems (only on elderly person schemes)
- Faulty cookers and fridges (if supplied by CCHA)
- Vandalism and graffiti
- Faulty or insecure external communal doors
- Repairs to banisters and stairs
- Requests for installation of additional window restrictors (Surveyor Visit – Risk Assessment)
- Surveyor Urgent Appointments (Pre Inspections)

9.1.3 Routine (28)

For routine repairs, we will respond within 20 working days. Routine repairs are those that need to be completed but are not urgent.

Examples of 28 repairs:

- Repairs to kitchen units
- Easing and adjusting doors

- Adjusting/replacing internal doors locks, and latches
- Repairs to damaged floor boards, flooring and skirting boards
- Minor damp issues
- Faulty communal TV Ariel's
- Replacing damaged sink, bath and shower sealant
- Faulty or broken guttering and downpipes
- Assessing cracks in walls
- Surveyor Routine Appointments

9.1.4 **Planned maintenance**

This category is for work which does not need to be carried out straight away, but which is required for the long term good of the property. This work will be specified, grouped together and carried out as part of a programme of works.

Routine (3M) Timescales vary dependent on programme or scope of planned works

Routine (6M) Timescales vary dependent on programme or scope of planned works

Void (V3) The contractor will respond within 20 working days

9.1.5 **Cyclical maintenance**

This is work that is carried out as part of a regular cyclical programme, such as external decorations and gas servicing and is raised in accordance with programme dates.

9.2 **Repairs appointments**

9.2.1 We will aim to make appointments for all repairs in each of the above categories except for those relating to communal areas. Appointments will generally be made at the first point of contact with the customer and for a time and date convenient for the customer.

9.2.2 We will offer contractor and internal repairs team appointments for the completion of any repairs and also for any pre and post inspections that may be required.

9.2.3 The following appointment time slots will be offered:

- Morning - between 8am and 1pm
- Afternoon - between 1pm and 5pm
- Non-school run appointment (09:30AM – 2:30PM or 3:30PM – 5:00PM)
- All day – between 8am and 5pm

- In exceptional circumstances we will provide evening and weekend appointments
 - Saturdays 8am-2pm
 - Weekday evenings until 7pm
- 9.2.4 Customers will be informed about progress with their repairs through various channels including telephone, letters, text messaging and email.
- 9.2.5 If an appointment cannot be kept, customers are asked to inform us at the earliest opportunity. If there is no access and no contact from the customer for a reactive repair, the job order will be cancelled after our access procedure has been complied with.

10. Customer complaints

- 10.1 We will view complaints positively to improve our services and highlight reoccurring problems and trends.
- 10.2 Failure to meet our repairing obligations may lead to disrepair claims, and claims for compensation. Any tenant or leaseholder may pursue a formal complaint in accordance with our complaints procedure in respect of any aspect of the repairs service and we will publicise our complaints and compensation procedure widely.
- 10.3 When dealing with any repair complaint or claim we will aim to put the issue right at the first opportunity and we will follow:
 - Our internal Complaints Procedures
 - Our internal Compensation Policy
 - The Government's pre action protocol and good practice guidance relating to 'Right to Repair' obligations.

11. Post inspection, surveyor visits and tenant needs

11.1 Surveyors visits

11.1.1 There may be some repairs that we find difficult to diagnose during a phone call or following a repair being reported by email or via our website. We will aim to keep officer visits to a minimum in order to ensure that repairs are completed as quickly as possible.

11.1.2 Our surveyors, on occasions, may need to make diagnostic visits (reactive visits). This is usually where repair circumstances are not completely clear, there is a clear Health a Safety risk to a tenant or there is significant damage reported to a property.

11.1.3 Examples where a maintenance officer visit maybe required are:

- Reports of serious damp, mould or water ingress
- Following a report of a fire
- Where wilful neglect or intentional damage to a property has been reported
- Difficult to diagnose repairs
- Mutual Exchange Inspections
- Pre-void inspections
- Report of damage to a Fire Door
- Referrals and requests for assistance from contractors
- Structural damage to a property, wall or outbuilding
- Significant trip hazards to paths or in communal areas
- Party wall disputes, including unauthorised building on the property boundary lines
- To undertake Stock Condition Surveys
- To inspect, approve and consent to tenant property alterations
- Where multiple contractors are required to complete a repair
- Before planned works such as kitchen and bathroom improvements are undertaken
- Following a request to remove or add additional window restrictors
- Health and Safety hazards that cannot be resolved by an emergency repair (Housing Health & Safety Rating Hazard)
- Where a tenant recharge is in dispute and further information is required
- Completing scaffolding handover and weekly inspections
- To assist and make joint inspections with specialist contractor trades such as Pest Control, Roofers, Drainage etc

11.1.4 Officers will not usually make diagnostic visits for a repair that can be completed within a working day or can be diagnosed over the phone

11.2 Post inspections

11.2.1 We will endeavour to undertake post inspections of relevant responsive maintenance and repair work orders in accordance with the following cost thresholds.

Value	Percentage of Post Inspections Undertaken
£5000+	100%
£1000 - £5000	75%
£500 - £1000	2%
£0 - £500	1%

11.2.2 We will also post inspect all empty properties and planned works (Kitchens, Bathrooms, Windows, Doors & Boiler Replacements) to ensure that the “CCHA standard” has been met and that CCHA’s repairs and improvement specification has been adhered to.

12. Health and safety repairs (and notable H&S items)

12.1 We will ensure that any repairs identified as being a health or safety risk are managed in accordance with the following standards, policies and procedures:

- WHQS Policy
- Asbestos Management Plan
- Gas Safety Policy
- Electrical Safety Policy
- Lift Safety Policy
- Legionella Management policy
- Fire Risk Management Policy
- Health & Safety Access Procedures
- Housing Health & Safety Ratings System

12.2 Smoke, heat & CO detectors (BS 5839 Part 6)

12.2.1 All smoke, heat and CO detectors will be tested and serviced annually. Alarms will also be tested at the start and completion of any void works.

12.2.2 It is the responsibility of our tenants to test any smoke, heat and CO detectors weekly and report any defects.

12.3 Window restrictors – domestic and supported (self-contained properties)

- 12.3.1 We have a duty not to expose tenants to risks to their health and safety, including the risk of falling from windows.
- 12.3.2 All tenants are required to report repair defects to windows, including restrictors, as part of their tenancy agreement. It is the responsibility of the responsible adult living or managing the property to report defects to window restrictors to us promptly.
- 12.3.3 Domestic properties with Primary window restrictors are not maintained or inspected periodically unless a property is void or we are carrying out stock condition surveys and/or responding to repair requests from tenants.
- 12.3.4 Some Secondary (retro-fitted) window restrictors, fitted to act as a primary window restrictor may be re-inspected annually (subject to risk rating – height of building) and will be the subject of a reasonable system of maintenance and inspection that is monitored and recorded.
- 12.3.5 CCHA will communicate its policy to management of domestic window restrictors on to all new tenants and periodically to all existing tenants.

12.3.6 **Risk Assessment**

The fitting of any additional window restrictors (additional to primary restrictors) must be the subject of a suitable and sufficient dynamic risk assessment by a Surveyor.

The dynamic risk assessment will have regards to the type the property: the height from which there is a risk of falling: and persons who may be exposed to the risk of falling from height e.g. vulnerable service users, children.

We will ensure that the dynamic risk assessment undertaken for fitting additional window restrictors is managed in a way that also adheres to appropriate fire safety arrangements.

Table 12.3.6a

Risk Assessment – Checklist for installation of Secondary Window Restrictors

Address	Date of assessment	Technical Officer Name	Window Locations (list all)
Question	Yes (Tick if applicable)	No (Tick if applicable)	Comments
Is a primary (fitted at the point of window installation) restrictor installed and in working order?			Yes - No requirement to fit an additional secondary restrictor No – Secondary restrictor to be fitted
Is the property over 2 floors in height?			Yes – A secondary restrictor may be fitted if required No - No requirement to fit an additional secondary restrictor
Is there a significant risk of a fall from height, e.g. window sill height does not meet building regulations standard?			Yes – A secondary restrictor may be fitted if required No - No requirement to fit an additional secondary restrictor
Are there vulnerable adults, service users or children who may be able to override the existing primary restrictor?			Yes – A secondary restrictor may be fitted No - No requirement to fit an additional secondary restrictor
Is the window utilised as a means of escape in event of a fire			Yes - No requirement to fit an additional secondary restrictor No – Secondary restrictor to be fitted
Surveyor Signature	Date of Signatures	Tenant Signature	Tenant Name

A copy of any completed risk assessment must be recorded on the relevant property file.

The risk assessment form will be regularly reviewed in line with the review of this Policy.

13. Performance monitoring

- 13.1 We continuously monitor our repairs service in accordance with the contractual performance standards set out in our Repairs Contracts and Service Level Agreements.
- 13.2 We will continue to engage and involve our tenants in monitoring the service through specific telephone surveys, text surveys, email surveys and site visits. We also use a number of surveys that are carried out by an independent organisation, to assess satisfaction levels. We aim to improve the collection of satisfaction data and will undertake other routine surveys to monitor the customer's experience of the service provided.
- 13.3 We aim to complete repairs on the first visit and will monitor our performance against this measure. Sometimes, during the course of a repair, additional works may be required but our aim is to ensure completion within the priority time allocated.
- 13.4 We will issue our Code of Conduct and repairs policy to all of our contractors and expect them to maintain the standards set. This code along with the quality submissions provided as part of the contractors tender or approved contractors document form part of the contractors' legally binding contract and sets the quality thresholds for the service.
- 13.5 We will also monitor tenant satisfaction through "new tenancy" visits and repairs satisfaction forms. Feedback received from these surveys may be used to inform amendments to the policy and thus improve the Service provided.
- 13.6 Contractor performance monitoring will be carried on a monthly basis with a series of performance management reports sent to contractors.
- 13.7 Consolidation of outstanding, overdue work and orders in progress will be carried out on a monthly basis. Periodic reviews will be undertaken on historical work orders to ensure that orders do not remain live on our repairs system for excessive periods of time.
- 13.8 We will monitor completion times for individual properties and report our average turnaround time through our agreed KPI performance framework as part of a wider suite of performance indicators:

14. Customer & staff involvement

- 14.1 We are committed to providing a fair and equitable service our tenants and leaseholders. Through the management of our repairs service we aim to treat all customers fairly, with dignity, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation and marital status.
- 14.2 We will work in line with our organisational values to achieve this.
- 14.3 We will also work with tenants and tenant groups to ensure this policy remains up to date and that tenants are able to influence the way we manage our repairs service.
- 14.4 This will include a review of our repairing obligations and a review of our material specification with tenants on a regular basis.
- 14.5 We are fully committed to sharing information and working effectively with key partners and all members of staff involved in the administration of our policy will receive appropriate training in the operation of the policy.

15. References

Related External Documents
Reference
See Section 5.
Related Internal Documents
Tenants Handbook
Complaints Policy
Compensation Policy
Recharge Policy
Asbestos Management Plan
Legionella Management policy
Fire Safety Policy
Gas Safety Policy
Electrical Safety Policy
Lift Safety Policy
WHQS Policy
Repairs Specification
Rechargeable Repairs Procedure
Mutual Exchange Policy
Income Recovery Procedures
Health & Safety (Access) Procedure
KPI performance framework
Empty Homes Policy (Including Empty Homes Standard)
Allocations Policy
Decantation Policy
Asset Management Strategy
Repairs Strategy (being finalised for April 2022)

16. Document control

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Document History			
Date	Version no.	Author	Description
05/03/2020	1.0	Jonathan Jones – Interim Corporate Director, Property Services	Policy amended followings staff feedback. Policy approved at Board on 13 th February 2020. Policy will go live on 1 st April 2020.
15/10/2020	1.1	Jonathan Jones Corporate Director, Property Services	Policy amended to include embedded tenant home improvement form and our policy on physical adaptation grants.
10/05/2021	1.2	Jonathan Jones Corporate Director, Property Services	Responsibilities of officers updated throughout policy. Removal of summer hours heating/hot water breakdown (U7) – all instance E24. Responsibility of replacing shower heads and hoses updated.
22/12/2021	1.3	Head of Repairs Transformation – Martin Ford	Minor review – Sections 5,7 and 9 updated. See review form for full details. Approved by Corporate Director – Property Services on 22/12/2021.