



# Responsive Repairs Policy

## 1.0 Purpose and scope

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This policy sets out our approach to the delivery of responsive repairs services to Notting Hill Genesis (NHG) residents.

This policy applies to all properties for which NHG is responsible for carrying out responsive repairs, as determined by their tenancy, licence or lease agreement.

The responsive repairs service complements our programmes of planned and cyclical maintenance to ensure our stock is well maintained, up to date and meets the needs of our residents.

The purpose of this policy is to:

- Deliver an efficient, effective and value for money responsive repairs service that meets the needs of our resident
- Comply with all relevant legislative and regulatory requirements and meet our contractual obligations
- Ensure that all properties are kept in good repair, and that any repair work done leaves residents in a safe and secure environment
- Ensure residents are aware of their responsibilities for minor repairs and contractual obligations
- Provide a prompt and cost effective responsive repairs service that our residents value, consistently delivering to our resident service standards.
- Provide services which are easily accessible at a time and in a way to suit our residents and which deliver high standards of resident care
- Work in partnership with our residents to continuously drive service improvements
- Agree ways in which we can improve the value for money of the service including the delivery of better planned and programmed work to manage the demand for responsive repairs.

## 2.0 Definitions

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**Emergency Repair:** Where there is an immediate danger to a persons safety, major damage to the property, flooding, major electrical fault, heating (during October to March only) or hot water failure, or the property is not secure. A repair can also be considered an emergency when major damage has not yet occurred, but has the potential to do so or where a resident is vulnerable and carrying out the works will ensure they are able to remain safely in their home due to their vulnerability.

Examples of emergency repairs
A heavy leak in the property where it is not possible to contain the water or it is leaking between floors or properties.
An electrical fault in the property which endangers health or life
A fault which means that the only toilet in the property is not functioning
A serious failure of heating or hot water in the property
Serious sewage and drainage problems
The resident is unable to secure the property and cannot pay to secure it themselves (the resident may be charged for this)

*Please note that the above table contains a limited number of examples and is not an exhaustive list*

**Routine Repair:** Non urgent work to rectify or prevent damage to, and ensure the proper working order of the property and its fixtures

**Local Officer:** The Officer position referred to in this document represents both Housing Officer and Property Management Officer roles.

**Vulnerable Person:** A person who if works were not completed for them there would be a significant impact on their physical or mental health that would lead to them being unable to remain in the property

## 3.0 Resident and landlord responsibilities

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NHG tenancy and leasehold agreements set out the contractual responsibilities for NHG's residents. Reference should be made to individual tenancy and leasehold agreements as these set out the specific contractual responsibilities for both parties. In some cases (e.g. fences), there may be contractual clauses that differ across legacy organisations that stipulate who is responsible for carrying out a repair.

In all cases, terms set out in individual tenancy and leasehold agreements take precedent over the statements in this policy.

The resident is responsible for ensuring that any furniture or other items (including floor coverings) do not impede the contractor in any way. Neither NHG staff nor their contractors will move furniture on behalf of a resident.

### 3.1 Social, intermediate and affordable rented homes

Appendix A details the respective repair responsibilities of NHG for residents living in social, intermediate and affordable rented homes with assured tenancies, secure tenancies, assured short hold tenancies or licenses. This should be considered as the NHG minimum standard for landlord responsibilities.

Appendix B details repairs that the above residents have responsibility for carrying out themselves.

### 3.2 Home ownership

Leaseholders will have a different set of responsibilities for properties they occupy. These can be found in the terms of their individual lease.

### 3.3 Temporary Housing

For residents living within Temporary Housing, there may occasions where the repair responsibility lies with the property owner rather than NHG or the resident. In these cases, NHG will work with both the resident and the property owner to ensure the repair is carried out satisfactorily.

## **4.0 Access to the service**

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Our aim is to provide our residents with easy access to our services through different routes to meet their needs and at a time and place to suit them.

### **4.1 Reporting Repairs**

As part of our digital offering, residents will be able to report repairs via email, our website or their Workwise account where applicable.

During normal office hours all repairs can be reported via telephone by either calling the Customer Service Centre or assigned Local Officer. If the repair is an emergency, residents will always be able to call a 24/7 emergency repair line.

Lastly, residents will also be able to report a repair in person to any member of frontline staff. This member of staff will then make sure it is properly reported as soon as practicably possible.

We encourage all residents to report repairs as soon as possible. This allows us to prevent further damage, reduce costs and maximise resident satisfaction.

### **4.2 Repair Appointments**

All appointment times for routine repairs will be confirmed with the resident prior to the appointment taking place. Said appointment will be at a time and date convenient to the resident and the arrival times will be no less specific than the following:

- Morning: Between 08:00-13:00
- Afternoon: Between 12:00-18:00

In some circumstances it may be possible for our contractors or operatives to offer a narrower window of arrival.

Residents will be informed about progress with their repairs through an agreed channel convenient to them including telephone, text messaging and email.

If we are unable to keep to an appointment, the resident will be advised as soon as possible and an alternative date agreed.

We expect residents to provide us with access to carry out a repair at the appointed time. If the appointment cannot be kept, residents are asked to inform us at the earliest opportunity. For a routine repair, in the first instance if there is no access and no contact from the resident, and after all methods of contact have been exhausted, the job order will be closed. If the repair is an emergency and access cannot be gained via the tenant then a forced access should be considered in line with our No Access Policy.

In cases where a repair can be more cost effectively if carried out as part of a programme of planned or cyclical works, we will consider this option and inform residents accordingly.

### **4.3 Communal repairs**

Communal repairs are carried out to entrances, halls, lifts, stairways, passageways, rubbish chutes, lighting, door entry systems and other parts provided for common

use. They may also be carried out on fencing and to other external structures which are the responsibility of NHG as the landlord.

In supported housing schemes, this will also include any fixtures, fittings or facilities provided to residents as part of the service contract.

Some communal repairs in the same scheme/group of properties might be collated to be completed together, i.e. 'batched'. In such cases they would not be completed within the usual target. We will inform residents when we do this and the revised timescale for completion.

NHG reserves the right to carry out some repairs to communal areas as part of its cyclical works programme, rather than as a responsive repair.

#### **4.4 Inspection Visits**

Some jobs, including communal repairs, may require an inspection visit before the repair is arranged. These inspections can be carried out by a surveyor, contractor or Local Officer as appropriate. Reasons for these inspections include:

- Where investigations to identify the problem are required
- Where previous repairs have not resolved the problem
- Where there are boundary or ownership issues
- Where there are potential policy implications, e.g. where a generic problem has been identified
- Where precise measurements need to be taken in order to progress the repair
- Inspections may also be necessary in other cases, for instance, as part of a stock condition survey.

#### **4.5 Emergency Access**

When we require emergency access to a property we will follow our No Access policy and procedure. This may be in order to carry out essential emergency repairs, to remedy a serious health and safety risk, or where there is reason to believe the resident is incapacitated or has died in the property.

#### **4.6 Resident considerations**

NHG staff are required to follow this policy when assessing all requests for repairs to be completed. However, where it has been identified that a resident has a need that directly impacts on their ability to carry out a repair themselves, or if there are circumstances, conditions or risks that would require a quicker response, we will assess the case on its merits, and may agree to carry out the repair on their behalf or as an emergency. NHG reserves the right to recharge tenants for the costs of these discretionary repairs.

NHG will also provide relevant additional information regarding the resident to repair operatives prior to them attending; this is to ensure both the safety of the operatives and to make them aware of any special circumstances the resident may have.

All resident information within this context will be reviewed periodically, in line with the relevant procedures.

## 5.0 Repair timeframes

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Repairs are categorised as follows:

Category	Response Time
Emergency Repair	Aim to attend within four hours and have all major services restored within 24 hours. All further work also completed within 24 hours within reason.
Routine Repair	Completed within 20 working days from date of report.
Emergency defects	The majority of our contracts aim to have all major services restored within 24 hours.

## 6.0 Service quality

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NHG operates a quality assurance framework to test compliance.

All staff delivering our repairs service whether employed or not by NHG will be identified as NHG and are expected to work in accordance with this policy. All our repairs staff will demonstrate strong resident care skills.

We invite residents to raise a complaint where they feel service standards have not been met. Any such complaint will be dealt with in line with the Complaints Procedure and any lessons learnt fed back to the business for review.

### 6.1 Post-inspections

We aim to carry out the following proportions of post-inspections:

- 10% of all repairs costing below £500
- 50% of all repairs costing between £500-£1000
- 100% of all repairs costing in excess of £1000.

These inspections will be a combination of desktop reviews and on-site inspections.

### 6.2 Completing repairs on the first visit

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 might be required. We have procedures in place to ensure the repair is completed with our target timescales (see section 5 of this policy) and to the satisfaction of the resident. These procedures give us the flexibility to complete the repair in the first visit where possible without the need to make a new appointment.

### 6.3 Resident and staff behaviour

NHG operates a code of conduct for our own operatives and external contractors who carry out repairs on our behalf. In addition we take seriously any action by residents who harass or threaten to harass or use or threaten violence towards NHG staff, agents or contractors. We always take action to protect our staff where such circumstances arise. In extreme circumstances this may involve police action.

## 6.4 Improving the service

Feedback from residents on the quality of the service received is important to us to help in the continuous improvement of this service.

We are committed to working in partnership with our residents to achieve improvements in service delivery and performance. We will do this by tracking and analysing the performance of the repairs service, and by working with residents through a range of involvement initiatives for instance, mystery shopping, regional committees, satisfaction surveys, repairs and maintenance forums etc... to identify areas for improvement and monitor the delivery of action plans. We will consult residents and external stakeholders on any revisions to this policy. Regular resident satisfaction surveys will be carried out following the completion of a repair across certain tenures.

We aim to deliver an efficient and effective business, demonstrating value for money to our residents with a high standard of service delivery provided at reasonable cost. We have a range of mechanisms in place to demonstrate and improve our service delivery, including benchmarking cost and performance data; market testing of the responsive repairs service against other housing associations and external providers; and undertaking internal business reviews.

## 7.0 Insurance

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We are responsible for insuring the properties which we own. Any works that NHG is obliged to carry out as the landlord may be covered by the buildings insurance.

Residents are responsible for insuring their own contents.

## 8.0 New build properties

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Most works carried out as part of new build or improvement contracts are covered by a defects liability period (DLP). This starts from the date of practical completion for the building or block (and not from the date of occupation of the property). Usually the defects liability period is:

- 6 to 12 months for building repairs (including electrical or mechanical works)
- 24 months for some special components.

Residents should report repairs for new or improved properties to their Local Officer, via Workwise or to the Customer Service Centre in the normal way. These repairs are passed to the relevant contractor which may be NHG, where it is not a defect with the building, or the original contractor. The response time will vary depending on whether the issue is a repair or a defect (further details in Appendix A). We monitor for completion, ensuring that urgent defects are prioritised by following our defect reporting procedure.

Private Sale and Shared Ownership Leaseholders can usually report defects via warranties offered by NHBC (or similar alternative) but NHG is your recommended first point of contact.

Some defects, such as design, product failure or workmanship faults happen after the liability period but within a 6 or 12 year limitation period. Where it can be demonstrated that it is a latent defect, the original contractor may be liable to carry out remedial works or exercise warranties offered by the NHBC (National House

Building Council) to carry out works for some elements. We will ensure that the impact on the resident is as minimal as possible whilst we are establishing liability and seeking recovery from the relevant party.

For leasehold properties, responsibility for gathering evidence around latent defects inside the property lies with the leaseholder.

## 9.0 Managing Agents & Temporary Housing

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For properties for which the responsibility to carry out the repair does not lie with either the resident nor NHG, staff will always pass on the details of said repair to the relevant party and liaise to ensure its satisfactory completion.

## 10.0 Our approach

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In writing this policy we have carried out assessments to ensure that we are considering:

- Equality, Diversity & Inclusion
- Privacy & Data Protection

We also carry out consultation with our staff, residents and the wider community. If you'd like more information about this work, please get in touch as [policy@nhg.org.uk](mailto:policy@nhg.org.uk)

## 11.0 Reference

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This policy is written in the context of the legal and regulatory requirements Genesis is required to work within.

The main legislation is as follows:

- Landlord and Tenant Act 1985: this Act imposes on landlords an obligation to carry out basic repairs, covering the structure and exterior of the property and installations for the supply of water, gas and electricity, and for sanitation and space heating and heating water. There is also an implied covenant to maintain the property in good order.
- Defective Premises Act 1972: Section 4 of this Act places a duty on landlords to take reasonable care to ensure that anyone who might be expected to be affected by defects in a property is reasonably safe from injury or damage to their property.
- Environmental Protection Act 1990: this Act makes provision for the control of premises which are considered to be prejudicial to health or a nuisance. This legislation means Genesis may become liable for damages and compensation to residents and their families who suffer as a result of failure to maintain properties so as not to be prejudicial to health or a nuisance.
- Fitness for Human Habitation Act 2018: in England, the act implies into any tenancy agreement a covenant by the landlord that the dwelling is fit for human habitation at the time the lease is granted or otherwise created and will remain fit for human habitation during the term of the lease.

We comply with provisions in other legislation, including:

- Localism Act 2011
- Equalities Act 2010
- Commonhold and Leasehold Reform Act 2002
- Housing Grants, Construction and Regeneration Act 1996
- Party Wall Act 1996
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Acts 1985, 1988 and 2004
- Building Regulations Act 1984
- Health and Safety at Work etc. Act 1974, Sections 2, 3 and 4
- Occupiers Liability Acts of 1957 and 1984.

We comply with relevant statutory regulations covering construction, asbestos, water hygiene, electrics, gas safety and health and safety more generally. The Housing Health and Safety Rating System, introduced under the Housing Act 2004, is an important part of the regulatory framework governing our responsive repairs service.

We make sure that our homes comply with the Decent Homes Standard (as a minimum). This Standard was introduced by the Government in 2000 and updated following the Housing Act 2004. To meet the standard, homes must have modern facilities, be in a reasonable state of repair and be warm and weather proof. We will therefore seek to replace and/or improve components and/or services to ensure properties continue to meet the Decent Homes Standard when we undertake responsive repairs on them. The standard does not apply to leasehold and shared ownership properties.

We comply with the Housing Regulator's Home Standard as set out in 'The Regulatory Framework for Social Housing in England from April 2012'.

#### Document control

Author	Josh Berry, Policy Officer
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#### Version Control

Date	Amendment	Version
19/11/19	New NHG Policy	1.0
04/12/19	Clarification regarding repairs to tiles and letterboxes.	1.1
13/12/19	Addition of repair responsibilities concerning blocked sinks/toilets	1.2
14/10/2020	Additional statement about emergency repairs and vulnerability Clarification of policy owner and accountable director	1.3



09/11/2020	Clarified resident's responsibilities in relation to spyholes and door chains	1.4
05/03/2021	Statement added in relation to Emergency defects	1.5

## Appendix A – NHG Repair Responsibilities

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The following is a list of items that Notting Hill Genesis is responsible for repairing:

- The structure of your home including the roof, outside walls, doors, windows and windowsills.
- Gutters, down pipes and drains.
- Garden walls, fences, and steps used to access and exit the property (except where they are the neighbouring property's responsibility).
- Existing central heating, water heaters and fires (where provided by us).
- Electrical repairs (not including electrical appliances)
- Repairs to the gas installations such as boiler and pipework (not including appliances)
- Inside walls, floors and ceilings.
- Doors, door frames, door hinges, letter boxes and skirting boards, window catches, sash cords and window frames.
- Chimney stacks and flues.
- Banisters.
- Kitchen units, wall tiling, air vents and extractor fans.
- Showers (where provided by us), sinks, toilets and baths.
- Pest control in communal areas.
- Bathroom flooring and wall tiles.
- Persistent issues with drainage/removal of waste water.

## 12.0 Appendix B – Tenant Repair Responsibilities

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The following is a list of items that the tenant is responsible for repairing:

- Internal decorations (except where we are painting to cover an area affected by a leak etc...)
- Repairs to small cracks in plaster or woodwork
- Repairs to furniture, appliances, or floor coverings (e.g. carpets, lino, tiles, wooden floors)
- Replacing light bulbs, fluorescent tubes, starters or fuses
- Fitting or repairing smoke and carbon monoxide alarms or replacing batteries (except where these are hard-wired)
- Replacing toilet seats, shower heads, hoses and plugs for sinks and baths

- Installing additional locks or replacing keys and changing locks if you are locked out. In an emergency or where your home is not secure we may carry out these works and recharge the costs to you
- Replacing or maintaining security features such as spyholes and door chains
- Garden or basement clearance and cleaning (except where covered by a service charge)
- Repairs to any items that have been damaged by you or your guests except where these pose a risk to health and safety. We may charge you for these repairs
- Repairs to any appliances, fixtures and fittings you've installed yourself (e.g. gas cooker, carpets, furniture etc.), unless these have been specifically approved by NHG in advance as home improvements. Any repairs to gas installations such as cookers or gas fires should be carried out by a certified GasSafe engineer
- Garden sheds
- Shower curtains
- Internal door handles.
- Sink/toilet blockages in the first instance. The resident should attempt to unblock these with drain unblocker/plunger where appropriate.