Teachers Housing Association

POLICY TITLE:	RESPONSIVE REPAIRS POLICY		
BUSINESS AREA:	HOUSING MANAGEMENT		
APPROVAL DATE:	MARCH 2025		
APPROVED BY:	SMT		
VERSION:	2	**RENEWAL DATE:**	2028

LEGISLATION AND REGULATION	The Regulator of Social Housing (RSH) Safety and Quality Standard Occupiers Liability Act 1957 and 1984 Defective Premises Act 1972 Housing Act 1985, 1988, 1996, 1998 and 2004 Landlord & Tenant Act 1985 (Section 11) Electrical Equipment (Safety) Regulations 1994 Gas Safety (Installations and Use) Regulations 1998 Decent Homes Standard 2006 Homes (Fitness for Human Habitation) Act 2018 Control of Asbestos Regulation 2012 Home Energy Conservation Act 1995 Party Wall Act 1996 Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 Fire Safety Act 2021 Fire Safety (England) Regulations 2022 Building Safety Act 2022 Equality Act 2010 Pre-Action Protocol for Housing Condition Claims (England)
SUPPORTING DOCUMENTS	Damp, Mould and Condensation Policy Tenant Recharge Policy Disrepair Policy Reasonable Adjustment Policy
SCOPE	This Policy applies to tenants of all general needs and supported housing properties and communal areas where we are responsible for repairs by law, regulation or contractual obligation.

1. PURPOSE

1.1 Teachers' Housing Association (THA) is required to provide a safe, effective, efficient and timely repairs and maintenance service.

1.2 This Policy sets out our approach to responsive repairs within our homes and communal areas, rechargeable repairs and the right to repair.

1.3 The repairs service is one of the most important services we deliver and we are committed to providing a high-quality service that takes into account our residents' needs, our resources and our statutory, regulatory and contractual obligations.

2. INTRODUCTION

2.1 This policy outlines the principles of our responsive repairs service for both our colleagues and residents, ensuring a seamless, high-quality, and resident-focused experience.

2.2 The Tenant's Handbook and THA website informs tenants about how they can report a repair.

2.3 We define a responsive repair as unplanned work that is reported by our tenants about their homes, or that comes from damage or wear and tear to a communal area. It rectifies and makes good a component, installation or part of a THA property for which we are responsible when it is faulty or needs repairing.

2.4 We deliver the repairs service using a combination of direct labour operatives and contractors and apply the following principles in our approach:

- Make sure our homes are safe and in good state of repair
- Provide a range of ways so residents can report repairs easily
- Provide prompt and correct diagnosis of repair faults whenever possible
- Respect our residents' homes and leave them in good condition
- Be cost effective and provide value for money
- Use the information we gather from our repairs service to inform our budget provision and investment decisions
- Offer a mutually convenient appointment to carry out a repair
- Welcome feedback and use it to continually review and improve our service

2.5 We categorise repairs in several ways, each will different timescales:

- **Routine**
  - Non-urgent repair required to rectify a fault. Routine repairs are scheduled to the next available resource with a target of 28 days
- **Urgent**

- Repairs that would materially affect the comfort or convenience of the tenant and their household have a target of 5 working days

- **Emergency**
  - Repairs that need a rapid response to avoid danger to the occupants or serious damage to the property. These repairs aim to make the property safe within 24 hours. It may be necessary to return at a later date to carry out the repair

2.6 We have a general responsibility to maintain and repair tenants' homes. Tenants have a general responsibility to look after their home, report repairs promptly and give us access to undertake them. Our tenancy agreements indicate landlord and tenant repairs and maintenance responsibilities.

2.7 All residents must take out their own home contents insurance against theft, flooding or accidental damage. THA are not liable for damage to resident's belongings following a flood that has been caused by normal wear and tear or the actions of another resident.

2.8 Utility suppliers are normally responsible for all repairs up to and including the relevant meter, e.g., gas, electric and water.

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3. POLICY STATEMENT

3.1 Tenant and Landlord Responsibilities

3.1.1 Tenant's individual tenancy agreements will set out specific contractual responsibility for repairs and maintenance. These can include, but are not limited to:

- Any appliance or fittings they have installed
- Internal decoration (we may help with decorating in our sheltered schemes)
- Small cracks in plaster or woodwork
- Replacing light bulbs
- Replacing batteries in smoke and carbon monoxide alarms
- Replacing keys
- Ease and adjust internal doors after laying new floor coverings
- Any improvement made by the tenant
- Clear sink blockages
- Replacing sink plugs and chains
- Replacing toilet seats, shower heads and hoses and shower curtains
- Bleeding radiators
- Pest control within the home
- Clean low-level mildew around windows, doors and grouting

3.1.2 Landlord responsibilities are set out in legalisation and regulations and include:

- Structure of the property, including the roof, outside walls, doors, windows
- Structural fittings and fixtures, such as internal doors, kitchen units, internal joinery, cupboards
- Gas and electric appliances we have installed
- Water supply and drainage
- Sinks, baths and toilets
- Pipes and wiring
- Guttering, downpipes and drains
- Trip hazards in paths, paving and driveways leading to the home
- Communal lighting, fire alarms, door entry systems, lifts
- Communal facilities for sheltered schemes including lounges, launderettes and alarm systems

3.2 Reporting Repairs

3.2.1 Responsive repairs can be reported by phone, on-line, email, in writing or in person to a member of staff. Residents in our sheltered scheme can report repairs to the Scheme Manager.

3.2.2 Emergency out of hours repairs should be made to the appropriate contractor, or for sheltered schemes via the emergency call system. Out of hours calls for non-emergency work may result in the tenant being recharged.

3.2.3 We ask that tenants notify us of any repair that is our responsibility within their home and agree on a timeslot with us to carry out the repair. Although we check the need for repairs to communal areas through regular inspections, we ask tenants to notify us if they notice the need for works in these areas.

3.3 Repair Appointments

3.3.1 We will always aim to offer suitable appointments at the first point of contract and will offer a range of times/dates that are available depending on the repair.

3.3.2 We expect tenants to be at home for an appointment that has been agreed or to notify us at least 24 hours in advance if the appointment is no longer convenient so we can rearrange.

3.3.3 Under the terms of our tenancy agreements tenants must allow reasonable access to carry out works. Where repairs or safety checks are required which could have significant health and safety implications we may seek legal authorisation to gain entry. In serious concerns we may force entry after trying to contact the tenant for access.

3.3.4 We will prioritise scheduling repairs for vulnerable residents where the repair is relevant to their additional needs.

3.4 Completing Repairs

3.4.1 We will aim to complete most repairs on the first visit but there may be times where an inspection is required first to determine what works/parts are required. Some repairs may take more than one visit and in such cases we

will provide an explanation of why this is so and an estimated completion time.

3.4.2 When carrying out work in your home our operatives will:

- Carry an ID card
- Be polite and treat you with respect
- Protect all surfaces near where they are working
- Carry out work to the highest standard
- Clean up afterwards

3.4.3 We ask that residents remove any furniture and belongings that may hinder the repair being carried out before we arrive. While we may help to move such belongings we will not be liable for any damage or issues that may arise from doing so.

3.4.4 We ask that all pets are kept in another room while the repair is being carried out. We may refuse to carry out a repair if the tenant refuses to keep an animal out of the room during works.

3.4.5 We will prioritise repair over replacement whenever possible. Complete replacement will only be considered in cases of significant wear and tear, where the components have exceeded their useful lifespan.

3.4.6 We will replace components on a like for like basis whenever possible. All materials used for our responsive repairs will be appropriate, durable, and offer value for money, complying with industry legislation, our sustainability policy and BSI standards.

3.4.7 We will provide electrical heater(s) if we are unable to complete a repair to a heating system within 24 hours. Dehumidifiers may be supplied for homes with excessive moisture following a leak or flood. We may contribute to the running costs if the tenant can demonstrate increased electricity charges for the period used.

3.5 The Right to Repair

3.5.1 Depending on your tenancy you may have the ‘right to repair’ which gives you the right to compensation where we have failed to carry out our obligations. This only applies to a ‘qualifying repair’ which is a certain small urgent repair that THA is responsible for below the value of £250. Up to £50 can be claimed where the repair is not completed within the specified timescales.

3.6 Rechargeable Repairs

3.6.1 We will charge for damage caused to a property by the tenant or a member of their household or a visitor. All costs will be recovered in full and payable in advance unless the work is required for health and safety reasons, or where failure to act may result in damage to the structure of the property and/or an adjoining property.

3.6.2 We may also recharge for repairs needed as the result of neglect, misuse or unauthorised works. This includes blocked drains caused by incorrect disposal of fats/oils or non-disposable items that later cause a blockage.

3.6.3 The decision to recharge is at our discretion and we will take a case-by-case approach when deciding to recharge a tenant. Further information is available in our Recharge Policy.

3.7 Tenant Alterations/Improvements

3.7.1 Our tenancy agreements set out whether a tenant has the right to carry out alternation or improvements to their home. All such work must be approved by THA before it can be carried out.

3.7.2 All work must be carried out by a reputable and skilled contractor to a high standard. Alternations or improvements which make the property less safe, reduce its value or may cost THA money to maintain will be refused.

3.8 Damp and Mould

3.8.1 We will work with tenants to tackle any damp and mould they experience in their home. We expect them, where they can, to adequately heat and ventilate their home. We advise that residents clear mould spots as soon as they appear using an anti-fungal cleaning product and to contact us if the mould continues to come back.

3.8.2 We will take all cases of damp and mould very seriously and will contact tenants within two working days of being advised there is a problem in their home. We will:

- Provide advice on how to tackle damp and mould
- We will visit affected properties to determine the cause and advise/take action accordingly

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4. ROLES AND RESPONSIBILITIES

4.1 This Policy applies to all staff, contractors and service providers acting on our behalf.

4.2 The Operations Director is responsible for overseeing the delivery of this Policy.

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5. EQUALITY AND DIVERSITY

5.1 Our Responsive Repairs Policy is key to delivering our commitment to equality, diversity and inclusion. We respect, are aware and are sensitive to the diversity of our residents when delivery services.

5.2 We may consider carrying out some repairs as a higher priority where the tenant or someone in their household is known to us as being vulnerable. All requests will be considered where possible under our Reasonable Adjustments Policy.

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6. PERFORMANCE CONTROLS AND BUSINESS RISK

6.1 All repair related records will be maintained on a timely basis with regular reports produced on the performance of the repairs service.

6.2 Budgets are established annually on a scheme basis and monitored monthly.

6.3 Contractors are required to submit a copy of their Health and Safety Plan before they are accepted onto the Approved Contractors Panel. Risk assessments for individual jobs are completed by the contractor.

6.4 We will comply with all relevant statutory regulations concerning construction, asbestos, water hygiene, electrical systems, gas safety, damp and mould and general health and safety standards.

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7. MONITORING

7.1 THA will record and monitor a range of performance and financial indicators to assess and improve the performance of the repairs service. These will include:

- Cost per property
- First time fix
- Repairs completed within timescale
- Appointments made and kept
- Customer satisfaction
- Number of complaints

7.2 Any complaint received in respect to the delivery of the repairs service will be handled according to the Complaints Policy.

7.3 We will routinely inspect a selection of completed responsive repairs at random. This will help ensure all work is of a high quality and that we are achieving value for money from our operatives and contractors.

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8. REVIEW

8.1 The Responsive Repair Policy will be reviewed every 3 years or earlier in response to regulatory or legislative changes.

Repairs timescales

Type of repair	Description	Timescale
Urgent	No heating	5 days
Urgent	No hot water	5 days
Urgent	Blocked sinks and baths	5 days
Urgent	Plumbing leaks	5 days
Urgent	Leaking roof	5 days
Urgent	External door faulty	5 days
Urgent	Any hazard in a communal area	5 days
Routine	Leaking gutters	28 days
Routine	Dripping overflows	28 days
Routine	Sticking doors and windows	28 days
Routine	Slow draining sinks and baths	28 days
Routine	Gates, fences & boundary walls (maybe included in planned works programmes)	28 days /planned works programmes
Emergency	Dangerous structures	24 hours
Emergency	Gas leaks - tenant should call the National Gas Emergency Service immediately on 0800 111 999	24 hours
Emergency	Blocked/overflowing drains	24 hours
Emergency	Complete failure of electricity supply	24 hours
Emergency	Serious flooding and leaks	24 hours
Emergency	Loss of water supply	24 hours
Emergency	Blocked toilet if only one toilet in property	24 hours
Emergency	Unsafe, insecure or broken doors or windows	24 hours
Emergency	Lift breakdown	24 hours

Emergency	Anything that may present an immediate risk to life	24 hours