

Housing Repairs and Fitness for Habitation Policy

Introduction

The purpose of this document is to set out the Council's overall approach to repairs due on the following tenures:

- Interim and temporary accommodation licenses
- Introductory and secure tenancies
- Leaseholders e.g. flats purchased through the Right to Buy and shared owners

This policy does not relate to any properties that the Council manages on behalf of a private landlord.

The Council's repairs service comprises a significant part of the day-to-day work undertaken by the Housing Repairs Team. The Council is responsible for repairing and maintaining:

- The structure and exterior of the property (including drains, gutters, external pipes, windows, outside doors, roofs and external decoration);
- The installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and equipment for making use of the supply of water, gas or electricity);
- The installations in the property for heating and heating water.
- All communal areas such as shared entrance doors, staircases, hallways, lighting in corridors and door-entry systems.

This policy outlines South Holland District Council's position with regard to the day-to-day responsive repairs. The policy will act as guidance for all housing repair, maintenance and where required, improvement issues.

Legal Framework

The Council is responsible for most of the repairs to its housing stock. The Council's main repairing and fitness for habitation obligations are outlined in its tenancy agreement, in the Landlord and Tenant Act 1985 and the Fitness for Human Habitation Act 2018, which makes sure that certain repairing and improvement obligations are written into every tenancy agreement.

The Council must also demonstrate regard for the following legislation in its decision making:

- Protection from Eviction Act 1977
- Law of Property Act 1925,
- General Data Protection Rules 2018
- Freedom of Information Act 2000,
- Human Rights Act 1998
- Equality Act 2010.

Aims and objectives

The strategic aim is to deliver a high quality customer focused repairs and maintenance service.

We aim to achieve this by:

- Providing customer focused services
- Working in partnership with appointed contractors
- Developing and publishing standards for the whole service
- Achieving and maintaining the Government's Decent Homes Standard and ensuring compliance with legislation and any applicable Regulations including the Fitness for Human Habitation Act 2018

- Ensuring services provide best value and are continuously reviewed and improved.

We will maintain our housing stock by responding to repair, and where appropriate, improvement needs and prioritising those jobs according to needs and circumstance. Planned preventative maintenance will be completed with emphasis on work that is the Council's statutory duty to complete in a timely way, for example gas safety checks that must be completed in each twelve-month period. Improvement works, both planned and where urgent will be carried out on building components that need upgrading because of the age and condition of those components.

Performance monitoring

The targets for repairs are set annually, and performance is kept under review through individual and team meetings, and performance reports.

How we prioritise repairs and response times

Although the Council intends to respond to every repair as quickly as possible, it is necessary to categorise repairs and give some repairs a higher priority than others. Repairs will be categorised as follows:

- Emergency repairs - attend within 4 hours out of office hours, within 8 hours during office hours
- Routine repairs - to be completed where practicable within 20 working days.

Repairs out of hours

Only emergency repairs are conducted outside of office hours. An emergency repair is something that would:

- Put people in danger
- Make the property unsafe
- Cause damage to the property that is costly to repair
- Make existing damage worse;
- Create unreasonable risk, suffering or difficulty.

Chargeable repairs

Tenants are responsible for carrying out repairs or tasks such as internal decorating, changing lightbulbs (except sealed units), replacing bath and sink plugs and unblocking sinks, baths or showers etc.

Tenants are also responsible for repairing deliberate or accidental damage caused by members of their household or visitors. Tenants will be charged for repairs that are their responsibility. Tenants and former tenants will be held responsible for costs incurred by the Council if they fail to leave the property in reasonable condition and cleared of all personal effects when the tenancy ends.

We will charge tenants for repair work including (not an exhaustive list):

- Work that is not the responsibility of the landlord
- Rectifying work they have carried out without the necessary written permission or is substandard
- Repairs that are required as a result of misuse, vandalism or damage (accidental or deliberate) to the property
- Rectifying damage caused by failure to comply with reporting repairs or failure to maintain their own equipment
- Changing the locks of and/or securing the property if the property is abandoned
- Abuse of the emergency out of hours repair service for non-emergency repairs
- Replacing missing or broken keys
- Clearing the garden of excessive rubbish or to bring the garden back in line with our lettings standard

- Any repairs agreed by the landlord and tenant to support the sustainment of the tenancy.
- Missed appointments - where an appointment date and time has been agreed and the tenant is not at home at the agreed date and time.

Tenants will be required to pay for non-emergency repairs up front and in full before they are completed. Alternatively, they can arrange for the work to be completed by a private contractor; however it will need to be up to Council standard and in accordance with the current Building Regulations.

Please see the Housing Income policy (presume this exists?) for information on how the money is collected.

Vandalism or damage caused by crime not attributable to the tenant, a member of the household or visitor will not be recharged so long as a police crime number can be supplied. Action will be taken, with other agencies, against the perpetrators wherever possible.

Wilful damage

The tenant is responsible for any abuse or damage caused to the property and will normally be charged for the cost of the work.

In the case of accidental damage, the Council will consider the circumstances in deciding the level of charge that will be made.

We will insist on receiving a Police crime reference number in order to carry out a repair for criminal damage. Repairs will be charged to the tenant where there is no crime reference number. Where there is evidence of tenants repeatedly reporting criminal damage to their home, then we reserve the right to carry out investigations with the Police to verify the authenticity of these claims. If the investigations determine that the damage was not caused by criminal activity or burglary, the tenant will be asked to pay for the repair.

We reserve the right to seek possession of the property if the damages are excessive and/or deliberate and as a result of the tenant/their visitors.

Inspections

This section applies to all tenures. Maintenance and improvement issues usually require pre-inspection visits.

An inspector may visit after work is complete to check that the work has been completed to an acceptable standard. We aim to carry out 'post inspections' on approximately 10% of repair jobs carried out.

Notice will be given for inspections. Please see the 'access' section below for more information.

Access

Council staff and any other persons authorised by South Holland District Council may at some time need to access a property, for example, access may be needed to inspect the state of a repair or to carry out repairs to the home of an adjoining property.

Under the tenancy agreement, tenants must allow access. We will give advance notice unless the access is required in an emergency. In an emergency, we will make all reasonable attempts to contact the tenant to obtain access. However, should we fail to make contact, or it not be reasonable in the circumstances to contact them, the Council, or any person authorised by the Council, has the right to enter the property without giving notice.

An emergency includes but is not limited to situations where:

- There is an imminent risk of physical harm to any person, or
- There is significant damage to the property or any other property in the locality, or
- The property is unoccupied and inadequately secured against unauthorised entry or vandalism.

We, our contractors or agents may do whatsoever is reasonably required to deal with the emergency in an appropriate manner. We will make good any damage caused when entering the property and will secure the property against unauthorised entry. The tenant may be liable for any costs incurred by their failure to provide reasonable access in an emergency, when access has been unreasonably refused, or if the emergency is caused from neglect.

Access also includes tenants providing working space for work to take place; tenants are therefore responsible for moving furniture and lifting carpets to allow repairs to be done as well as refitting of those items after work is completed.

Carpeting and laminate flooring that is supplied and fitted by tenants is their responsibility. If they have to be lifted to carry out a repair the Council will avoid unnecessary damage but cannot be held responsible for the unavoidable disturbance that may take place.

The contractor will be told about the access arrangements that have been made with the tenant when the repair was reported. Should the tenant not be at home when the contractor calls, the contractor will leave a card informing the tenant that they called while the tenant was not at home. Unless a tenant makes new access arrangements, the job may be cancelled.

Door Step Security is an issue that the Council takes very seriously. All staff and contractors carry identification.

Gas

This section does not apply to leaseholders. Under Gas Safety (installation and use) (Amendment) Regulations 2018 landlords are responsible in certain circumstances for making sure that gas installation and appliances are maintained in good order and checked for safety at least every 12 months. A record of checks must be kept and a copy must be given to tenants.

Failure to permit access will result in a court injunction or formal Notice Seeking Possession (the first step to Court Proceedings and a claim for Court costs).

Previous tenant fixtures and fittings

When a mutual exchange is arranged for a property, we will inspect the property to establish any outstanding repairs that are the tenant's responsibility. These repairs must be completed before the exchange takes place. An inspector will inspect the property to confirm that all the repair works have been completed before the exchange date.

If a tenant obtains a tenancy by way of succession, assignment or mutual exchange, and the previous tenant made improvements to their home, the new tenant 'steps into the shoes' of the outgoing tenant and is responsible for the repair, upkeep and replacement of any improvements.

We may not maintain items left by previous tenants and may remove them as an alternative to carrying out repairs. We will only maintain those fixtures and fittings installed by previous tenants that the Council has a responsibility or wish to provide.

Right to improve the property

This section applies to introductory and secure tenants, and leaseholders.

Tenants are required to request prior permission to carry out alterations to a property and permission will not be refused unreasonably. Improvements, structural alterations and additions include (this list is not exhaustive):

- Alterations to the gas, electrical and water installations including central heating;
- Installing security grills on doors and/or windows;
- Kitchen and bathroom alterations;
- Internal door alterations ;
- Installing floor tiles, laminate or wooden flooring (or flooring of a similar nature);
- Installing security lighting or CCTV;
- Installing sheds, other structures, ponds, pools, garden walls or patios;
- Removing, replacing or installing fencing;
- Installing wood burning stoves;
- Adding textured coatings to the internal walls and/or ceilings;
- Painting, adding render or other external finish to the exterior.

The property will be inspected upon receipt of an improvement request by a Housing Neighbourhood Officer/Property Assessor depending on the level of work involved. If allowed, permission will always be given in writing. Leaseholders may also have to ask for our permission for some home improvements.

We will not allow certain improvements – see appendix 1 for more information. We won't refuse permission if we think the improvements are reasonable, but the work must meet our standards. We will inspect the work when it's finished to check that it meets our standards. If the work does not meet our standards, we will complete the work and charge the tenant.

When tenants move out of their home, they may have a legal right to compensation for improvements (as long as we gave our permission for the improvements in writing). Tenants must submit a request for compensation.

Right to repair

This right applies to secure tenants only. Secure tenants have a statutory right to certain repairs within timescales set by Government in Right to Repair legislation. The Council will provide such repairs within the required timescales and provide compensation where timescales are not met. The Secure Tenants of Local Housing Authorities (Right-to-Repair) Regulations 1994 require landlords to carry out some small urgent repairs if they are likely to affect someone's health, safety or security. Right to repair only includes repairs that cost less than £250. The time limits do not apply if the cost of the repair is more than £250. If the repair is not carried out within set time limits, then the tenant has the right to ask us to source an alternative contractor to do the work. If the second contractor does not complete the work within the extra time allowed, compensation may be payable. The compensation is fixed by the legislation at £10, plus £2 for every day that the repair is not finished, up to a limit of £50.

Lettings standard

From time to time, it may be necessary to undertake repairs between lettings and therefore repairs will be completed to ensure it meets our letting standard. The property will have no Category One hazards and will meet the Fitness for Human Habitation Act 2018. Please see appendix 2 for more information.

Data Protection

Officers will treat all information about customers and service users with the utmost confidentiality and comply with the requirement of the General Data Protection Regulation Act 2018 (and subsequent amendments).

Appendix

1. Right to improvements

We will not allow improvements to a property unless exceptional circumstances exist. If exceptional circumstances exist then each case will be assessed on its own individual merits.

In particular the following improvements will not be permitted (the list is not exhaustive)

- Extensions
- Conservatories
- Partitioning walls to create extra bedrooms/living space
- Upgrades to lighting or electrical systems (such as spot lights in kitchens or bathrooms)
- Loft conversions
- Ponds or Pools
- Wood Burning Stoves

Recharges will apply for us to reinstate to any alterations or improvements made by a tenants without prior consent to the original state or condition.

2. Minimum Lettings standard

Upon a property becoming vacant we will carry out an inspection to see what work is required to bring the property up to a lettable standard. Some of the required work may be able to be carried out after the new tenant has moved in - this will be upon agreement with all parties.

Therefore, when a prospective tenant is shown around a Council property it may not meet our Letting Standard and it should be explained to the prospective tenant that we will follow the process below:

Before the property is re-let we will:

- Ensure that the property is safe and secure, wind and water tight.
- Carry out an electrical safety check and ensure that all electrical switches and fittings are in place and are in safe working order.
- Have gas safety checks carried out and CP12 gas certificate produced.
- Ensure there is some form of heating and a source of hot water.
- Have an electrical cooker and/or gas cooker point.
- Have a working, clean and usable toilet, sink and bath or shower.
- Ensure that all floors are safe, clean and able to accept floor coverings.
- Make sure that all living areas are free from rubbish.
- Issue you with a full set of keys, once you have signed for your new tenancy.
- Remove any outside rubbish and arrange a trim/clear of the garden if needed.
- Ensure the property is clean and tidy.

On the day of sign up we will inform the tenant that:

- The gas and electricity may be turned off and that they are responsible for contacting suppliers to arrange connection.

- They are responsible for connecting their own white goods and that cookers should be connected by a qualified and competent person.

Sometimes we will carry out non-essential repairs after the tenant has moved in, these will be minor repairs that would not prevent the property being re-let. For example adjusting or replacing some kitchen cupboard doors or replacing a double glazed unit that where the seal has failed. Any non-essential repairs appointments will be arranged via a mutually convenient appointment with the tenant once they have moved in.

Decoration

We do not redecorate properties before new tenants move in. However, in circumstances where the property is in poor decorative state a decorating allowance in the form of decorating vouchers may be awarded. This is on a case by case basis and will be discussed with the tenant at the point of signing the new tenancy.

3. Who is responsible for repairs?

1. Outside the property	South Holland	Tenant
Communal Areas		
Communal internal areas such as lifts, stairways, halls and entrances, entry phones, laundries, stairway lighting and TV aerials	✓	
Roof		
Roof structure, covering, chimney, guttering, rainwater pipes and clips, fascia, soffit and bargeboards	✓	
External Walls		
External walls and rendering	✓	
Windows		
Window frames and external sills	✓	
Glazing	✓	
Window catches and handles	✓	
Window vents	✓	
Doors		
External doors, frames and other boards, such as weatherboards	✓	
Repairing of faulty external door locks and Hinges	✓	
Replacement, lost or additional door keys		✓
Door entry systems	✓	
Door numbers, letter plates and letter boxes	✓	
Pipes and Drains		

Soil and vent pipes	✓	
Drains, gully surrounds and gully grids	✓	
Drain blockage if pipework not faulty	✓	
Gardens and Boundaries		
Boundary fencing and gates		✓
Communal gardens and open areas	✓	
Gardens		✓
Paths, steps and other ways of access, if owned by South Holland District Council	✓	
Communal washing lines and posts	✓	
Non-communal washing lines and posts		✓
Dustbins and household rubbish		✓
Garages and Outbuildings		
Garages and outbuildings	✓	
Garden sheds or buildings erected by tenants		✓
Gaining Entry		
Gaining entry after loss of keys		✓
Changing locks where the tenant is seen to be at risk or vulnerable (this is decided at the Council's judgement)	✓	✓
Fencing		
Fence panels within 1 metre of the public highway (footpath or road)	✓	
All other fencing that doesn't fall in the above category		✓
2. Inside the property		
Doors		
Internal doors, including frames, handles, hinges, locks, jambs and thresholds	✓	
Carpet strips		✓
Walls and Ceilings		
Ceilings (but not painting and decorating)	✓	
Internal walls	✓	
Plaster work and plaster air vents	✓	
Floors		
Skirting boards	✓	
Floors - main structure and the Council's standard Vinyl floor tiles	✓	
Floors - all other floor types or coverings - such as laminate, carpets and non-standard vinyl flooring		✓
Staircase		
Staircase, banisters and handrails	✓	
Bathroom		

Bath panels	✓	
Wooden airing cupboard panels, door frames and shelving	✓	
Internal pipework boxing	✓	
Kitchen		
Kitchen cupboards. <i>(Cupboards which cannot be repaired will be replaced but may not match the existing style)</i>	✓	
Cupboard drawers	✓	
Cupboard door catches, handles and drawer handles	✓	
Worktops	✓	
Electrical		
Electrical wiring, sockets and light fittings	✓	
Wired-in smoke alarms	✓	
Consumer unit	✓	
Electric storage heaters	✓	
Electric meter and supply of electricity (Tenant and Utility Company)		✓
Immersion heaters	✓	
Disconnection and reconnection of cookers, washing machines and all other white goods		✓
Extractor fans	✓	
Light bulbs - strip fluorescent kitchen lights and sealed bathroom lights	✓	
All other light bulbs		✓
Plumbing		
Water service pipes, overflow pipes and water tanks	✓	
Taps and stop taps	✓	
Shower trays	✓	
Electric shower units, if fitted by South Holland District Council	✓	
Toilet flushing systems	✓	
Toilet seats in designated elderly accommodation	✓	
Toilet seats all other accommodation		✓
Plugs and chains		✓
Bath, hand basin and toilet	✓	
Seal to bath and sink unit	✓	
Bleeding radiators*	(✓)	✓
Gas		
Gas pipework	✓	

Supply of gas and gas meter (Tenant and Utility Company)		✓
Gas fires, if fitted by South Holland District Council	✓	
Gas warm air vents	✓	
Cleaning of gas warm air filters, if accessible on the front of unit		✓
Radiators, valve, time clocks and Thermostats	✓	
Disconnection and reconnection of cookers		✓
3. Home Security		
Extra door and window locks, if fitted by South Holland District Council	✓	
Security chains and spyholes, if fitted by South Holland District Council	✓	
4. Home Energy Efficiency		
Draught-proofing to external doors, if fitted by South Holland District Council	✓	
Separate hot-water cylinder jackets	✓	
5. Deliberate Damage		
Any deliberate damage is the responsibility of the tenant and rechargeable		✓
6. Infestation		
Detailed information on pests can be found on the Council's website		✓

* Tenants are actively encouraged to bleed their own radiators but we are able to assist if circumstances prevent them from doing so.