

# Repairs & Maintenance Policy

2024 - 2027

Monitoring and review

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## 1.0 Background

This policy sets out Wolverhampton Homes' approach to Repairs and Maintenance and how the company will fulfil its responsibilities and duties to ensure the homes and assets, under its management control, remain safe and serviceable for its residents, communities and colleagues.

This policy forms part of a suite of documents that underpins the company's Building Safety Strategy, as below;



The scope of this policy includes all areas of repairs and maintenance to existing assets and components, that are the responsibility of Wolverhampton Homes to maintain.

The Strategic Assessment Management Plan and the City of Wolverhampton Council's investment programmes set out investment priorities where key components have reached the end of the expected lifecycle and/or are beyond uneconomical repair. In addition, separate programmes or policies may exist where homes or estates require major improvements, upgrading or demolition.

## 2.0 Statement of Intent

Wolverhampton Homes considers health and safety as paramount and takes its responsibilities seriously. This policy outlines the company's responsibilities and legal obligations prescribed within the Health and Safety at Work Act 1974, and associated specific & themed regulations and guidance documents, with the aim of eliminating risks where reasonably practicable and managing any residual risks to all affected persons.

This policy demonstrates the company's commitment to ensure compliance with all legal, regulatory and statutory requirements associated with the repairs and maintenance with all homes, communal areas and assets managed by Wolverhampton Homes.

Wolverhampton Homes will endeavour to carry out effective repairs at the time agreed with the tenant in a safe and effective manner.

All colleagues and contractors working within the field of repairs and maintenance will be competent to effectively manage and deliver each area of activity within the scope of this policy.

### 3.0 Scope

This policy sets out how property repairs and maintenance related service requests, submitted by tenants or colleagues or partners, will be managed to meet statutory & regulatory standards. The policy balances the efficient delivery and maintains value for money to meet the needs of the tenant(s) and ensure homes are appropriately maintained, remain safe, secure and functional.

The main aims of the policy are to:

- Meet minimum housing standards and regulatory requirements, particularly the Home Standard of the Regulatory Framework
- Ensure compliance with statutory instruments for housing including, Landlord and Tenant Act 1985, Social Housing (Regulation) Act 2023, Homes (Fitness for Human Habitation) Act 2018, Housing Act 2004, etc.
- Maintain properties to the Decent Homes Standard
- Meet contractual requirements set out in the Tenancy Agreement or Lease
- Deliver a cost effective and customer focused service
- Undertake as many repairs as possible as planned or packaged work to deliver improved value for money
- Allocate requests for repairs to a category based on information provided by the tenant, but at the final discretion of Wolverhampton Homes

The Regulator of Social Housing defines the 'Consumer Standards'. Its role is to intervene where failure to meet the standards has caused, or could have caused, serious harm to tenants. This policy sets out how Wolverhampton Homes will ensure compliance with the Safety and Quality Standard.

#### **Responsive Repairs Definition**

Responsive Repairs are defined as service requests made by the tenant to existing elements/components of the property (their dwelling or common areas to the block there are residing within).

Responsive Repairs are not part of:

- Planned cyclic maintenance, e.g. lift maintenance, electrical testing, gas servicing or cyclical painting.
- Planned work, e.g. external painting, guttering or paving repairs
- Planned and programmed work, e.g. plastering, guttering, extensive roof repairs, paving etc.,
- Planned improvements, e.g. new kitchens, bathrooms, rewiring, heating upgrades, or insulation
- Void Refurbishments (work to empty homes).
- New Aids or Adaptation works to support occupants continuing to live in their homes
- Repairs to assets under the control of others, i.e. neighbours, utility providers, statutory authorities
- Surface water drainage

- Garden maintenance, including landscaping, planting and ground water drainage
- Replacement of components for cosmetic purposes only (subject to the component remaining functional for its intended purpose and creates no safety hazard)

#### **4.0 Requesting Repairs**

Tenants will be offered a range of ways to make requests for repairs including:

- Via telephone, calls received outside normal office hours will process emergency service requests only.
- Via self-serve on Wolverhampton Homes Website
- Via self-serve mobile applications
- Via webchat via Wolverhampton Homes Website
- Via e-mail
- In writing to Wolverhampton Homes head office

Tenants will be encouraged to use digital channels to make service requests for repairs, however a range of communication methods will be available to meet the needs of our diverse communities.

#### **5.0 Landlord and Tenant Responsibilities**

The Landlord and the tenant have different responsibilities in relation to repairs.

The Landlord and Tenant Act 1985 Section 11 (1) states that the Landlord (City of Wolverhampton Council) is responsible for keeping the following in repair and proper working order:

- The structure and exterior of the dwelling and the building containing the dwelling (including drains, gutters and external pipes).
- The installations for the supply of water, gas and electricity and sanitary installations (including basins, baths and W.C.s).
- The installations for the supply of space heating (i.e. gas fires / central heating) and water heating.

Section 11 does not require the landlord to:

- Carry out repairs necessary because the tenant failed to use the property in a tenant like manner
- Rebuild or reinstate the property after destruction or damage by fire, flood or storms
- Repair or maintain anything the tenant is entitled to remove from the property

It will be communicated to the tenant at the time they request a repair whose responsibility it is, based on the information provided. This is subject to change if the information provided is inaccurate. Repairing responsibility will be determined in accordance with the Tenancy Agreement.

Where a repair is the tenant(s) or Leaseholder's responsibility, they may be signposted to the City Council's Trading Standards Approved Traders schemes. Any works undertaken would be at the tenant's own expense. Alternatively, Wolverhampton Homes may undertake the work and recharge the resident in accordance with the Chargeable Works Policy.

Landlord responsibilities include the structure and elements of the exterior, and components that have been installed by the Landlord.

The law implies a condition into every Tenancy Agreement that the tenant must use their home in a 'tenant-like manner'.

Using a home in a tenant-like manner generally means:

- doing minor repairs
- keeping their home reasonably clean
- not causing any damage to the property and making sure their visitors do not cause any damage
- using any fixtures and fittings properly, for example, not blocking a toilet by flushing something unsuitable down it.

Under their Tenancy Agreement, tenants are responsible for keeping the interior of their homes in good order and well decorated. Tenant responsibilities include items they have installed themselves and completing minor repairs, for example;

- Reglazing windows and doors where damage has not been caused by a crime
- Lock changes when keys are lost or misplaced;
- Replacing lost keys and fobs and the cost of getting into your home if you are locked out;
- Clearing blockages in the toilet pan or waste traps;
- Replacing electric fire elements, fire effect bulbs and gas fire radiants;
- Cleaning of chimneys;
- Replacing all standard domestic lamps, bulbs and light fitting starters;
- Replacing electrical fuses and the resetting of Master Circuit Boards (fuse boards) and Trip Switches (fuses);
- Replacing plugs and chains to waste pipes in sinks or baths;
- Replacing shower hose and shower head;
- Replacing shower curtain and rail;
- Replacing toilet seats;
- Replacing clothes lines;
- Maintaining the gardens including trees shrubs and clearing rubbish;
- Any repair to installations or improvements you have made. The Council or its agent may repair some gas and electrical appliances for safety reasons but may charge any excess costs over the Landlords normal requirements.
- Maintaining internal decoration, including central heating radiators (Noting that new textured coatings and polystyrene tiles or coving is not permitted);

- Maintaining Electric Vehicle Chargers installed by the tenant or their agent;
- Maintaining appliances provided by the tenant, e.g. washing machines, showers, pumps, etc
- Maintaining outbuildings provided by the tenant, e.g. sheds, greenhouses, car ports, etc

Where Wolverhampton Homes is required to undertake works that are 'tenant's responsibility' these will be subject to a recharge under the Chargeable Works Policy.

The Landlord will maintain paving from the highway to each main access door (front and rear, where applicable) to the property.

The Landlord is not responsible to provide or maintain;

- Assets under the control of others, i.e. neighbours, utility or telecoms providers, statutory authorities
- TV aerials or signal receiving equipment (unless part of an existing communal system)
- Surface water drainage
- Garden maintenance, including landscaping, planting and ground water drainage

Tenants are responsible for maintaining the gardens, including trees, (except in circumstances outlined in the Tenancy Agreement), shrubs, garden paths (not providing access to the home), patios and clearing rubbish.

The Landlord is not responsible to provide or maintain fencing between properties. Tenants are responsible, under their Tenancy Agreement to;

*82) You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you agree to pay us or our contractors the cost of any remedial work necessary to fencing as a result of the animal's behaviour.*

The Landlord will maintain fencing that;

- backs onto open land
- is next to a main 'A' road
- borders an alleyway, canal or railway embankment
- backs onto a garage site or car park
- surrounds communal areas to all flats in a building
- subject to an existing and up to date fencing service charge

Arrangements where the Landlord may provide discretionary fencing between properties can be found in Appendix A.



Requests for general property improvements, e.g. installing additional electric sockets and repairing damage to a property caused by the occupants will normally be considered as tenant responsibility.

Tenants who wish to make alterations or improvements to their home will normally be required to seek permission from Wolverhampton Homes in advance. Any specialist surveys or inspections that may be required to facilitate a tenant own improvement, may be chargeable. The Landlord is not responsible for maintaining or replacing current for former tenants own improvements or alterations, examples include kitchens, bathrooms, outbuildings, porches, canopies, lead to glazing, fireplaces, built in wardrobes, cupboards and loft spaces.

Permissions may be granted subject to conditions or declined. Unauthorised alterations or improvements may be removed or rectified by Wolverhampton Homes and any costs incurred will be recoverable from the tenant(s).

Where the fault is not an emergency and has occurred as a result of tenant damage, neglect or abuse the tenant(s) will be required to pay the cost of repair before any work is undertaken.

Tenants are responsible for reporting any repairs, defects, damp, excessive mould or damage to Wolverhampton Homes as soon as reasonably practicable.

Tenants are responsible for undertaking regular testing of smoke alarms and carbon monoxide detectors within their home and report any faults to Wolverhampton Homes. The Landlord will provide guidance and instruction how to test alarms within their home.

The Landlord is responsible to undertake maintenance, servicing and inspection of equipment it has installed in its homes and common areas, these include, but are not limited to gas appliances, smoke or fire detection, fire sprinklers, lifts and hoists, electrical installations and appliances, emergency lighting, water temperature control, etc. Tenants are responsible to cooperate with the Landlord, or its agents, and provide access, with reasonable notice, to facilitate any inspection and testing required.

Leaseholders have a range of duties and responsibilities under their Lease, including maintaining and servicing appliances at their own cost. They also have a duty to cooperate and provide access to undertake fire safety inspections.

Wolverhampton Homes will respect the tenant's Right to Quiet Enjoyment. Section 9A (8) of the Landlord & Tenant Act 1985 addresses when a landlord or contractor can enter a tenant's home. Unless in the case of an emergency, such as a flood or fire, entry is only permitted at a reasonable time and with at least 24 hours' written notice provided to the tenant. Tenants can request a more convenient appointment but must allow the landlord or contractor access once the appointment is agreed upon. The Right to Quiet Enjoyment is not a right to complete silence or living in a perfectly peaceful neighbourhood.

## 6.0 Prioritising Repairs and Inspections

Timescales and service standards only apply to repairs under the Landlord's control, i.e. excluding issues relating to private properties that may affect tenant's homes, neighbours, utility or telecoms providers, statutory authorities, etc.

Requests for repairs that are the Landlord's responsibility will be prioritised as follows:

### 6.1 Emergency Repairs

Emergency Repairs are a repair that creates an immediate health and safety risk and/or creates a serious inconvenience to the occupants, neighbours or the public or if serious damage occurring to the property is likely.

Emergency repairs are attended to within 24 hours, but most service requests will receive a same day response and will be prioritised based on risk, i.e. the impact of the repair on the occupant's vulnerability.

Emergency repairs include, but are not limited to;

- Blocked flues to an open fire or boiler
- Blocked or leaking foul drains or soil pipes
- Broken glass (excluding cracked where secure)
- Burst pipes or water/roof leaks that cannot be reasonably contained or controlled
- Carbon Monoxide alarm activations
- Exposed live mains (230V>) electrical wires, connections, fixtures or fittings
- Faulty smoke alarms, detectors, or safety devices
- Gas leaks
- Insecure (non-latchable) windows, doors or locks
- Toilets not flushing, where no other working toilet is available
- Total loss of electricity – excluding network or metering issues not in under Wolverhampton Homes control
- Total loss of heating or hot water (31<sup>st</sup> October and 1<sup>st</sup> May, as defined under Right to Repair Regulations)

Wolverhampton Homes will normally be unable to fully complete an Emergency Repair at the first visit. The property will be made safe and additional visits may be required. Wolverhampton Homes will advise the tenant of the relevant timescales for any additional visits that may be required, based on the scope of work or materials required.

## 6.2 Routine Repairs

Routine Repairs are day to day repairs that do not present an immediate health & safety issue for the occupants.

Routine repairs include, but are not limited to;

- Cracked glass or misted/condensed double glazed units (where secure)
- Door entry systems
- Faulty doors and windows (that are secure)
- Faulty electrical fittings and appliances, that do not pose a shock hazard
- Faulty internal joinery and stairs
- Faulty kitchen unit doors or drawers
- Garage doors
- Infestation (where landlord's responsibility)
- Minor leaks to sanitary ware, water or waste systems
- Minor repairs to paving/slabs
- Plaster patches (typically less than 1 square metre)
- Repairs to outbuildings/stores
- Repairs to fencing and gates, to open land or subject to an existing and up to date service charge
- Replacing parts after gas appliance servicing, where not the primary heat source

Wolverhampton Homes aim to complete all routine repairs within 20 working days with a pre-agreed appointment. These will normally be started and completed the same working day. However, on occasions additional visits may be required. Wolverhampton Homes will advise the tenant of the relevant timescales for any additional visits that may be required, based on the scope of work or materials required.

## 6.3 Programmed Repairs

These are larger repairs that normally require renewal of existing major components, but they are delivered on a batched and programmed manner to improve efficiency and workforce planning.

Programmed repairs include, but are not limited to;

- Any works that that require asbestos removal
- Plastering walls and/or ceilings, causing significant inconvenience
- Renewing electrical appliances
- Renewing floors or tiles
- Renewing stair treads and/or balustrades
- Repairs to rainwater goods (guttering/downpipes etc)
- Replacing baths or sinks
- Replacing isolated kitchen units or worktops
- Reviewing internal joinery
- Roofing, including chimneys

Wolverhampton Homes aim to complete programmed repairs within 90 calendar days from the property inspection.

Components will not be replaced for cosmetic purposes only, subject to the component remaining functional for its intended purpose and creates no safety hazard, they will remain. Individual replacement kitchen doors/drawer fronts or tiling may differ in colour from the remaining due to obsolescence, pending future renewal under planned investment works.

## **6.5 Demand Lead Replacement Programmes**

Some repair requests may identify components that have reached the end of their economic life and require complete renewal. Examples include, kitchens, bathrooms, plastering to complete rooms, joinery, heating systems, paving or hard standings etc. In these circumstances, the tenant will be advised of estimated timescales (where known) for the Landlord's Demand Lead Replacement (DLR) Programme to complete the required works. Timescales will vary depending on approved budgets. The property, however, will be maintained in accordance with minimum habitation standards and any Category 1 hazards will be remedied until the DLR programme(s) is completed.

Works will normally be deferred to the Landlord's DLR Programmes, where;

- Asbestos removal is required
- Building Control, Building Safety Regulator or Planning consent is required
- Specialist access equipment or work at height planning is required
- Specialist or structural works are required
- The project's value exceeds £1,500
- To communal areas or common parts

Wolverhampton Homes will keep residents informed of future planned investment programme(s) and timescales (where known) determined by the City of Wolverhampton Council's Planned Investment Programmes.

Where tenants have submitted a Right to Buy Application, Programmed Repairs and any planned investment programme(s) may be postponed, where the works will impact on the property's valuation. Repairs subject to The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 will continue to be undertaken.

## **6.6 Property Inspections**

Wolverhampton Homes aim is to allocate all service requests for repairs based on the information provided by the tenant at the first point of contact. Most repairs will receive an initial visit from a trades person or contractor.

Due to the nature of the service request, an inspection by a competent surveyor may be necessary to obtain more information or to undertake a more detailed investigation, determine the scope of the work and safely plan delivery of the works.

When an inspection is required, an appointment will normally be offered within 20 working days. Where a specialist or external/independent surveyor is required, additional timescales may apply.

Non-emergency repair works orders or instructions for work will not be raised until the inspection has taken place. Any resulting repairs will be raised for the appropriate timescales or programmed into future Planned Investment Programme(s).

## **6.7 Reports of Damp, condensation and/or Mould (DMC)**

Homes can experience dampness and/or condensation for a range of reasons, including building defects (e.g. leaking pipes or roofs), poor construction design, (e.g. concrete construction or low levels of insulation), inadequate heating and/or ventilation or high internal humidity levels. These scenarios can create environments that exacerbate condensation forming and mould spores to grow.

Wolverhampton Homes adopts a '*fabric first approach*' and initially assumes reports of dampness, water penetration and/or mould growth relate to a property related defect.

Where tenants report dampness, water penetration and/or mould growth, where this is not considered requiring an emergency response, i.e. burst pipes, an inspection by a competent person will be undertaken within 10 working days.

A DMC risk assessment will be undertaken by a competent person. Timescales for rectifying traumatic damp and mould will be evaluated & prioritised according to the results based on the extent of the DMC and careful consideration of customer vulnerabilities. Wolverhampton Homes will make all reasonable endeavours to abate the hazard and undertake any remedial works as quickly as possible.

The competent person may also provide the tenant with advice to minimise the effects of condensation, where appropriate.

Works identified as DMC 'root-cause' related, will be raised against the appropriate Routine or Programme repair timescales. These estimated timescales and a summary of the works to be undertaken will be conveyed to the customer within 48 hours of the completion of the DMC inspection.

The customer will receive a follow-up contact within six weeks of the remedial works being undertaken. This is to ensure no recurrence of DMC and any employed measures are effective. A physical follow-up visit will be requested by Wolverhampton Homes, where the risk assessment scored high for any potential reoccurrence or specific risk due to the vulnerability of the customer.

Condensation within double glazing units will be processed as a Routine Repair as this does not constitute a hazard to health.

Wolverhampton Homes will be proactive and take reasonable steps to prevent atmospheres occurring that propagate mould growth through its use of materials & specifications and by analysing property data and patterns of service requests. Colleagues and contractors will also be encouraged to look for signs of dampness, water penetration and/or mould growth when undertaking home visits, for any reason, and report these to Wolverhampton Homes for action.

Wolverhampton Homes will use data from contacts, in-home monitoring sensors, service requests, repairs activity, complaints and stock condition information to inform future planned investment programmes.

Where homes are identified for planned investment programme(s) or disposal, Wolverhampton Homes will closely liaise with the tenant(s) to ensure their home remains safe and habitable. Wolverhampton Homes will continue to undertake essential repairs and maintenance, based on the individual needs of the occupants. Temporary repairs may be undertaken prior to the major improvements or rehousing of the tenant(s) occurring, where appropriate.

Wolverhampton Homes will use appropriately trained colleagues to record and investigate reports of dampness, water penetration and/or mould growth, schedule remedial works or provide appropriate advice to tenant(s). Wolverhampton Homes will utilise external independent specialists to investigate or arbitrate, where appropriate.

Wolverhampton Homes will regularly communicate with tenants to raise awareness of the effects and causes of dampness, water penetration and/or mould growth and provide advice & guidance reduce occurrences. Wolverhampton Homes will support tenant(s) by providing specialist advice or connecting them to appropriate support networks.

## **6.8 Appointments**

Individually agreed appointment timeslots will be offered to tenants for all routine and programmed repairs and inspections, where access inside or to the rear of the home is required. For communal area responsive repairs and external works, where no tenant-controlled access is required, appointments will not normally be made.

Wolverhampton Homes will endeavour to keep all appointments made or give the tenant prior notice if this is not possible and a new appointment will be agreed. Appointments will normally be offered for Monday to Friday (excluding Bank Holidays) for AM, PM, all day or all-day avoiding 'school run' slots.

Where appointments need to change due to unforeseen circumstances, Wolverhampton Homes will provide as much notice as reasonably practicable to the tenant. Similarly, if tenants need to change an appointment Wolverhampton Homes request as much notice as possible to enable us to make new appointments for other customers. If a pre-arranged appointment is missed due to tenant unavailability or refusal to allow us access, the repair call order will be closed and the tenant will need to contact Wolverhampton Homes for the repair to be rebooked. Rebooked repairs will be treated as a new repair for calculating repairs timescales.



Where the service request may relate to a Category 1 hazard (as defined under the Housing Health & Safety Rating System) Wolverhampton Homes will make further access attempts and consider Legal action under its Access to Homes Policy.

## **7.0 Completion at First Visit and Right First Time Commitments**

Wolverhampton Homes is committed to providing value for money services and maximising tenant satisfaction. Wolverhampton Homes are committed to providing a repairs service that completes as many repairs during the first visit to the tenants home, wherever possible, and completed works are 'right first time' i.e. the repair undertaken is of satisfactory quality and free from defects.

Some repairs cannot be completed in one visit for technical reasons, where repairs are adjacent to private properties, requiring scaffold or where specialist equipment or materials may be required, or may be subject to additional timescales or included in future Planned Investment Programmes.

Wolverhampton Homes will advise the tenant of the relevant or estimated timescales for any additional visits that may be required, based on the scope of work required.

To manage the quality of repairs, quality inspections, audits or surveys may be undertaken. Tenants can also report concerns or defects to Wolverhampton Homes for further investigation.

The Repairs and Maintenance Policy sets out target timescales for most day-to-day repairs to tenants' homes. Faults with neighbouring homes, that are not under the management of Wolverhampton Homes, can affect our properties and tenants. In these circumstances the Landlord's service standards do not apply, as it is normally the responsibility of the neighbour or their Landlord to resolve any defects. These are commonly leaks affecting the home or garden, but other faults can impact on Wolverhampton Homes' tenants. Wolverhampton Homes' will inform the neighbouring household of the fault and request they complete the repair in a reasonable timeframe, considering the severity and inconvenience the defect may be causing. Wolverhampton Homes' will monitor the rectification of the defect and keep any Wolverhampton Homes' affected tenants informed of progress and when the repair is likely to be completed by others.

In circumstances where neighbouring households do not respond satisfactorily to Wolverhampton Homes' requests for action, Wolverhampton Homes will make all reasonable attempts to resolve the issue affecting the tenants, which may include Legal action being taken against the neighbouring owner occupier or Landlord.

Wolverhampton Homes has no right of access to homes not under its management control. If the fault is very serious and makes the home uninhabitable (typically affecting two or more habitable rooms) or it creates a serious safety hazard, the tenant may be offered temporary accommodation until the property can be made safe.

## **8.0 Decoration**

Internal decoration is normally the tenant's responsibility. Care will be taken to minimise damage to any decoration resulting from repair work undertaken by Wolverhampton Homes or its contractors. Where decorations have been substantially affected, Wolverhampton Homes will offer;

1. Decoration vouchers for the tenant to purchase materials for their application, or
2. Decoration works to be undertaken by Wolverhampton Homes or their appointed contractor.

## **9.0 Right to Repair**

Wolverhampton Homes will meet its legal requirements under the Right to Repair.

The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 gives the right to tenants to have small emergency or urgent repairs carried out with prescribed timescales. The relevant statutory timescales are set out in Appendix B.

## **10.0 Service Standards**

Wolverhampton Homes aims to;

- Attend Emergency repairs within 24 Hours
- Complete Routine/non-urgent day-to-day minor repairs or inspect (where applicable) and schedule works within 20 working days of report
- Complete Programmed Repairs within 90 calendar days after inspection
- Where these timescales cannot be met, the customer will be informed with reasons for the delay and any revised estimated timescales
- Provide estimated timescales (where known) for any future Planned Investment Programme(s) determined by the City of Wolverhampton Council's investment programmes.

## **11.0 Voids (Empty Homes)**

All new homes (excluding Mutual Exchanges) will; be;

- Be free from mould
- Meet minimum statutory repair standards
- Be Swept Clean
- Be Safe (no Category 1 hazards present)
- Be Secure (lockable external doors and latchable windows)
- Have rubbish cleared away, including that in gardens, outbuildings and communal areas
- Have any sheds or outbuildings that are unsafe or in very poor condition removed



## **12.0 Interdependences and related policies**

This policy should be read in conjunction with the following company documents and statutory instruments (see Appendix D).

- Access to Homes Policy
- Asbestos Management Plan
- Asbestos Policy
- Asset Compliance Policy
- Chargeable Works Policy
- Complaints Policy
- Control of Contractors Policy
- Damp, Mould and Condensation (DMC) Management Plan
- Fire Safety Policy
- Health and Safety Policy
- Strategic Asset Management Plan

## **13.0 Monitoring**

Exception reporting will be presented to the senior management team, Audit and Business Assurance Committee and/or Board as required.

Performance against the service standards defined within this policy will be reported to tenants via Wolverhampton Homes Annual Report and within the relevant Tenant Satisfaction Measures.

This policy will be regularly reviewed, at intervals no greater than 3 years and adapted accordingly to respond to future legislative or regulatory changes.

## **14.0 Equality Analysis**

This policy sets out how the company will comply with existing housing repairs related legislation, regulatory standards and best practice.

The policy applies equally to all tenants' homes and communal areas, regardless of the resident's age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

Property related risks will consider the vulnerability of the occupants in accordance Housing Health & Safety Rating System.

Due consideration will be given to tenants who require different forms of communication and we will take account of individual needs and preferences to ensure all tenants have access to our services.

An Equality Analysis was reviewed by the Equalities Forum on 28 August 2024 and the policy was endorsed.

## Appendix A

### Fencing Protocols

1. The Landlord is not responsible to provide or maintain fencing between properties. Tenants are responsible, under their Tenancy Agreement to;

*Clause 82) You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you agree to pay us or our contractors the cost of any remedial work necessary to fencing as a result of the animal's behaviour.*

2. The Landlord will maintain fencing that;
  - a. backs onto open land
  - b. is next to a main 'A' road
  - c. borders an alleyway, canal or railway embankment
  - d. backs onto a garage site or car park
  - e. surrounds communal areas to all flats in a building
  - f. subject to an existing and up to date service charge
3. Arrangements where the Landlord or Wolverhampton Homes may provide discretionary fencing between properties are subject to these protocols.
4. For new fencing installations or replacement between properties (regardless of ownership) Wolverhampton Homes operates a discretionary budget to undertake a limited number of fencing installations, subject to any benefitting tenants contributing via a weekly 'fencing service charge (FSC)' and any owner occupiers or third-party Landlords providing a lump sum contribution. The discretionary budget is reviewed annually and will determine the number of new fencing installations or replacements to be available.
5. The FSC is a set charge and is reviewed annually for inflation. The FSC is a fixed amount and does not vary based on the length or height of fence or scope of works undertaken. The FSC continues indefinitely. Wolverhampton Homes will maintain or renew the fence, as required, where the FSC continues to be paid and is not subject to arrears.
6. The FSC applies to all new fencing installations or replacements, excluding fencing that;
  - a. backs onto open land
  - b. is next to a main 'A' road
  - c. borders an alleyway, canal or railway embankment
  - d. backs onto a garage site or car park
  - e. surrounds communal areas to all flats in a building
  - f. subject to an existing and up to date fencing service charge

7. The FSC is applied to all properties that benefit from the erected fence.
8. Exceptional circumstances may apply where Wolverhampton Homes are liable to provide a fence or barrier due to specific health & safety issues, e.g. falls from height. These cases will be assessed on a case by case basis and the implementation of the FSC charge will be at the Director of Property Services discretion.
9. The implementation of the charge is activated if the total fencing/boundary works sum is £500 or more.

### **Repairs to Existing Fencing subject to the FSC**

10. Wolverhampton Homes will undertake Repairs to/or replacement of existing fencing, where the FSC continues to be paid and is not subject to arrears.
11. Fencing will be repaired, where possible, and only replaced if substantially defective. Individual panels may be replaced, where required, therefore resulting in different style or aged panels/boards in the same fencing line being present.
12. Where fencing has been damaged due to deliberate or negligent acts, repairs may be subject to an additional recharge to the tenant(s) or owner occupiers, subject to the Chargeable Works Policy.

### **Requests for new Fencing under the FSC**

13. Fencing requests, where a Wolverhampton Homes property adjoins an owner occupier property and a Wolverhampton Homes that is not subject to an existing FSC, will be processed as the Sale/Property Deeds specify and any defined responsibility split contribution from the owner occupier will be collected before the works commence.
14. These protocols provide fencing to owner occupier boundaries also apply to leaseholder - tenant boundaries. Where the boundary adjoins two leaseholder properties and Wolverhampton Homes has no obligation to provide a fence, then the required work should be sourced by the respective leaseholders, with no interest from Wolverhampton Homes.
15. Where there is an obligation for Wolverhampton Homes to provide a fence to a Leaseholder boundary that does not adjoin a Council property, then the cost of the fence shall be recovered from the Leaseholder as per outlined in the Sale Deeds, subject to Section 20 Consultation.
16. Where tenants who have erected their own fence, such fencing should be left in-situ where it is safe and of a satisfactory standard and where it reflects the boundary line.
17. Where tenants request to have their own fencing replaced by Wolverhampton Homes they will become subject to the FSC (subject to budget availability).

18. No compensation for any remaining life of the previous tenant's fence will be paid by Wolverhampton Homes.
19. All tenants who have new fencing or repairs to existing fencing costing £500 or more, will be subject to the FSC.
20. The FSC will not apply to medium or high-rise flats where the fencing forms the perimeter of the block, or low-rise blocks with no designated gardens and these properties.
21. The removal of obstacles, rubbish or shrubbery from the existing garden and any 'no man's land' to facilitate the installation or repair of a fence under the FSC is the responsibility of the tenant and/or owner occupier.
22. Should the tenant and/or owner occupier or third parties not undertake the required preparation/clearance works, Wolverhampton Homes may undertake the ground preparation works under exceptional circumstances, that may be subject to an additional recharge to the tenant(s) or owner occupiers, subject to the Chargeable Works Policy.
23. If it is deemed that a fence requires replacing, but both tenants do not wish to participate in the FSC or wait for any future budget availability and agree to carry out/arrange themselves, then they have the option to do so.
24. Both tenants are required to agree to the FSC, for fencing works to be undertaken. Should one or more tenant not agree to the FSC, then no works will be undertaken and the boundary should be maintained by the tenants in accordance with their Tenancy Agreement.
25. Any works to boundary fencing should seek to reinstate the fence on the original line as defined on the GIS, where financially viable. If the original boundary line cannot be attained, then consultation with House Sales should be sought on where the new boundary can be located. Following the installation, Wolverhampton Homes will not carry out any alterations works should there be any dispute on the attained boundary line.
26. Wolverhampton Homes will not recommend the replacement of fencing or removal of existing boundaries if they are:
  - a. Safe
  - b. Secure
  - c. Have at least an estimated 18 months' life remaining

### **Owner Occupiers**

27. In order to facilitate works to fences that adjoin owner occupiers, Wolverhampton Homes will seek to recover 50% of the costs from the owner occupier by issuing a '*Precedent Letter – Party Walls Fences and Hedges*'.

28. Wolverhampton Homes assume all boundaries to be party. It is for the owner occupier to provide evidence of the covenant to prove the contrary. NB - Even if recommended by Wolverhampton Homes, there is no right to remove a fence or hedge if it belongs to the owner occupier and is not presenting a health and safety risk to the tenant.
29. Where remaining life is estimated to be more than 18 months, the boundary should remain for owner occupier and tenant to maintain.
30. The responsibility for removing foliage, rubbish from their existing garden and any 'no man's land' territory is the responsibility of the owner occupier. Should the owner occupier or third parties not undertake the required preparation/clearance works, Wolverhampton Homes may undertake the ground preparation works under exceptional circumstances, that will be subject to an additional recharge to the owner occupier, subject to the Chargeable Works Policy, being paid in advance.
31. Consultation with owner occupiers should take place prior to works starting to inform them of proposed works and ensure the new fence is erected on the correct boundary line. The Fencing Approval Form must be signed by the owner occupier prior to works commencing. Small scale works of less than £500 will not require the completion of the form.
32. This Protocol only applies to the installation of Wolverhampton Homes standard specification fencing, any deviation at the owner occupiers request must have consent from the Repairs Manager and will be solely funded by the owner occupier.
33. Owner occupiers have the right to opt out of the scheme and install their own fences. Wolverhampton Homes cannot enforce a specification of fencing for joint boundaries, e.g. in terms of height and fencing material / specification. However, what is being proposed must constitute a reasonable boundary in legal terms, be installed to a reasonable standard and be safe.
34. Where acceptance has not been made and/or the standard of fencing is deemed inadequate or of poor quality/workmanship, legal advice shall be sought regarding a remedy.
35. Any new fence shall be deemed a gift to the owner occupier and Wolverhampton Homes accept no future responsibility for repairs, maintenance or replacement of the fence.
36. Wolverhampton Homes deems that the Party Wall Act 1996 does not apply to fencing works as stated in the Party Wall Act Guidance Notes on wooden fences. Consent to the works will be attained from the owner occupier via the Fencing Approval Form.

## **Financial Contributions from Wolverhampton Homes to Owner Occupiers**

37. Owner occupiers may decide to accept the standard of any fencing offered as specified by Wolverhampton Homes, but they may wish to either install fencing themselves or use their own contractor to do so. For Wolverhampton Homes to agree to contribute (up to 50% of the replacement fencing cost) the owner occupier must obtain and provide three independent contractor quotations.
38. Wolverhampton Homes may contribute up to 50% of the replacement fencing cost based on the lowest priced quote, subject to the specification not exceeding Wolverhampton Homes standard fencing specification.

## **Part Fencing**

39. These protocols apply part fencing, i.e. where it is only essential that only part of a fencing run to be replaced.

## **Recovery of cost from Third Parties**

40. These protocols apply to cost recovery from third parties, including utility companies, highways agencies etc.

## Fencing Approval Form

I, the owner (name).....of (address).....consent to the fencing works outlined in this letter and agree to the attached stated conditions, including boundaries and costs.

Signed

Print name

Date

The completed form will be collected in person by the Wolverhampton Homes designated officer.

Wolverhampton Homes contact officer details;

Name.....

Telephone.....

Email.....

## Appendix B

### Right to Repair (statutory timescales)

Qualifying repairs and timescales are set out in the table below.

Repairs type	Prescribed period (in working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 <sup>st</sup> October and 1 <sup>st</sup> May	1
Total or partial loss of space or water heating between 30 <sup>th</sup> April and 1 <sup>st</sup> November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door Entryphone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

Extract from; <https://www.legislation.gov.uk/uksi/1994/133/made>



## **Appendix C**

### **Empty Homes (Void) Standard**

All new homes (excluding Mutual Exchanges) will meet the following minimum standards upon possession or within agreed timescales with the incoming tenant(s).

The property will be clean.

Wolverhampton Homes will:

- wipe sinks, toilets, baths and wash basins
- clear away any rubbish, including that in gardens, outbuildings and communal areas (during periods of inclement weather this may be undertaken after the tenant has taken moved in)
- remove any sheds or outbuildings that are unsafe or in very poor condition
- sweep all floors
- treat any areas of mould growth

The property will be safe.

Wolverhampton Homes will:

- check for asbestos and take action to remove it or manage its presence in accordance with current regulations
- complete gas (where applicable) and electrical safety checks and provide a copy of the safety certificates
- ensure existing patios, driveways or paths to gardens are free from trip hazards or are removed (NB paved areas not within the Landlord's repair responsibilities, may be gifted to the tenant or removed)
- ensure internal doors latch shut
- ensure there are no visible signs of infestation and undertake treatment where appropriate
- ensure there is satisfactory paving from the public highway to external doors
- offer options of keeping any alterations if they can be made safe, provided the tenants assumes any ongoing maintenance liability
- remedy any identified leaks
- remove alterations or fixtures and fittings that we think pose a health and safety risk
- remove garden ponds, unless there is an environmental need to keep them or the incoming tenant specifically requests they remain
- remove polystyrene ceiling tiles
- repair or replace missing or damaged handrails
- repair or replace missing or unsafe flooring and floor treads on stairs
- replace missing or damaged glazing (some cracked glass or misted double glazed units may be undertaken after the tenant has taken moved in)
- undertake plaster patching where necessary

The property will be secure.

Wolverhampton Homes will:

- change main entrance door locks (wherever possible) and provide at least two keys for all locks, including any lockable windows
- ensure at least one smoke alarm is located on each storey of the home, where there is a room used as living accommodation
- ensure a carbon monoxide alarm is located in any room, used as living accommodation that contains a fixed combustion appliance (excluding gas cookers).
- any existing rear/side gates are safe and securable with a bolt
- repairs to fencing that forms a boundary between the property and open land, such as railway lines or canals. Unsafe boundary fencing or gates between homes may be removed and not replaced (please refer to Wolverhampton Homes Fencing Protocols)

The property will be in a reasonable state of repair.

Wolverhampton Homes will:

- ensure doors and windows open and close correctly
- ensure kitchen and bathroom fittings are serviceable and fit for purpose
- maintain washable floor coverings in kitchens and bathrooms, if already provided
- ensure that there is a gas and/or electrical cooker supply
- supply washer connections and locations for washing machines, where reasonably practicable
- ensure all plumbing is working correctly
- ensure gullies and drain grids are clean and free from obstruction
- explain how to operate the heating system (upon occupation)
- ensure visible plaster work is in a serviceable condition and can accept decoration, (i.e. wallpaper)
- ensure that the property is wind and weather tight
- ensure any gardens are provided in a reasonably tidy condition, i.e. overgrown gardens are cut back to within 100mm and cleared to enable maintenance with common domestic garden tools/equipment (during periods of inclement weather this may be undertaken after the tenant has taken occupation)

**NB** components will not be replaced for cosmetic purposes only, subject to the component remaining functional for its intended purpose and creates no safety hazard, they will remain. Individual replacement kitchen doors/drawer fronts or tiling may differ in colour from the remaining due to obsolescence, pending future renewal under planned investment works.

## **Appendix D**

**Statutory Instruments relating to this policy include, but are not limited to;**

- Building Act 1984
- Building Regulations 2010
- Construction (Design and Management) Regulations 2015
- Control of Asbestos Regulations 2012
- Control of Asbestos Regulations 2012
- Defective Premises Act 1972
- Electricity at Work Act 1989
- Environmental Protection Act 1990
- Fire Safety Act 2021
- Gas Safety (Installation and Use) Regulations 1998
- Health and Safety at Work Act 1974
- Homes (Fitness for Human Habitation) Act 201
- Housing Act 2004 – Housing Health & Safety Rating System
- Landlord & Tenant Act 1985
- Lifting Operations and Lifting Equipment regulations 1998
- Management of Health and Safety at Work Regulations 1999
- Occupiers Liability Act 1984
- Regulatory Reform (Fire Safety) Order 2005
- Safety and Quality Standard
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- Social Housing (Regulation) Act 2023