



Wigan[♥]
Council

Housing Repairs and Maintenance Policy

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1. Policy Statement

At Wigan Council, we believe that a safe, warm, and well-maintained home is central to having a healthy, happy life. Under Progress with Unity, we are committed to ensuring that our tenants live in a home that supports their needs and wellbeing. As a local authority social housing landlord, the provision of good-quality housing is essential to delivering our mission of creating fair opportunities for all and helping communities flourish. Through timely, reliable repairs and a strong partnership with tenants, we aim to deliver services that reflect our shared values and help everyone in Wigan Borough thrive together.

2. Introduction

This policy sets out how we will care for the homes we manage, ensuring they are well-maintained, secure, and comfortable. It reflects our belief that everyone deserves to live in a home they can be proud of and that supports their wellbeing.

Our approach is rooted in the values of our Progress with Unity missions, which place people and communities at the heart of everything we do. By working together with tenants, we aim to create neighbourhoods where everyone feels safe, supported, and valued.

This document outlines what our tenants can expect from us, what we ask in return, and how we'll work together to keep homes well maintained.

3. Policy Objectives

Our promise to residents is to ensure that we provide great quality homes that our tenants are happy in. We want to secure a high standard of safety, cleanliness, and comfort, across our homes and estates, with housing that meets the needs of our residents. We want to recognise the strong links between housing and health, and ensure that homes are warm and secure, to positively contribute to the health and wellbeing of our residents. We want to be here to help wherever we can, and to play our part in supporting our estates and communities to thrive.

A key part to achieving these ambitions is an efficient, high-quality, and well-functioning repairs and maintenance service which is accessible for the needs of our tenants and residents, and promotes a healthy business model for the Council so that we can re-invest into our homes and communities.

In light of our ambitions, this policy aims to ensure that the Council can meet the following objectives:

- i. All homes are maintained to a high standard, including safety and comfortability;
- ii. Our tenants are happy in their homes and satisfied with repair and maintenance works we carry out;
- iii. Repairs are done promptly and efficiently, and get it right the first time where possible;
- iv. The Council works with tenants to ensure works are carried out at suitable times;
- v. Communication is clear and accurate and all parties know what to expect and how to do their part;
- vi. We provide exceptional customer care which respects tenants and their homes, taking an inclusive and person-centred approach and welcoming feedback;
- vii. Statutory and contractual obligations in relation to the repair and maintenance of homes are met by all parties;
- viii. We provide a value for money service through effective asset management and customer service.

For further information regarding how the Council measures its success in achieving these objectives, please see section 23 *'Quality Control, Performance Monitoring, and Review'*.

4. Scope

This policy primarily relates to the works undertaken by the Council to keep homes safe and in a good state of repair, and to ensure homes are maintained to a high-standard through regular compliance and maintenance works.

The policy covers how the Council will meet our statutory and regulatory obligations with respect to the repair and maintenance of homes, and how we aim to meet our overall ambitions to provide an excellent standard of customer experience, and a top-class repairs and maintenance service.

The forms of property, land, or maintained structures, falling under the scope of this policy include, but may not be limited to:

- Residential dwellings, including supported and sheltered accommodation, owned by the Council and let to tenants under secure or introductory tenancy agreements;
- Residential dwellings, including furnished dispersed accommodation, owned by the Council and let to tenants on a licence for the purposes of temporary housing;
- Communal areas of any residential dwellings which are available for the use or enjoyment of tenants by virtue of their tenancy or licence;

- Garages, outbuildings, hard landscaped areas, or other such land, structures or property, which are let to tenants of the Council in conjunction with their tenancy or licence of a residential dwelling;
- Residential dwellings leased by the Council from a third-party and sub-let by the Council under temporary or non-secure tenancies or licenses;
- Leasehold flats for which the Council owns the freehold of the overall block or property.

Leaseholders of flats previously sold under the Right to Buy scheme, for whom the Council is their landlord or the freeholder of their leased dwelling, should refer to section 19 '*Leaseholders*' for information regarding this applications of this policy to leaseholders.

Tenants or licensees of a residential dwelling which is not owned by the Council, but is leased, managed, or sublet by the Council, should refer to sub-section 12.4. '*Ethical Lettings Agency and Externally-owned Homes*', for specific information relating to these circumstances.

References throughout this policy to 'tenants' includes licensees as appropriate or unless specified otherwise.

For the avoidance of doubt, examples of property, land, or maintained structures, which do not fall within the scope of this policy include, but are not limited to:

- Private sector housing;
- Residential dwellings owned by a Private Registered Provider of Social Housing, Housing Association, or a charitable or mutual organisation, which may or may not have been let via the Council's Housing Register;
- Non-residential property, such as property or land used for commercial or business purposes.

Property relating to regeneration or renewal programmes do not fall under the scope of this policy.

5. Roles and Responsibilities

The Council's Responsibilities

The Council is responsible for the overall repair and maintenance of tenants' homes, and ensuring that homes are safe from hazards, in good working order, and habitable for the household. This means adhering to our legislative obligations, meeting any regulatory standards, such as the Decent Home Standard, and the standards which we set for ourselves, such

as our 'Void Lettable Standard', and ensuring that the Council has a clear framework in place to effectively repair and maintain homes.

Key responsibilities of the Council typically include, but are not limited to:

- Maintaining the structure and exterior of properties, including the roof, walls, windows, doors, and drains, and by extension the same for communal areas and shared facilities.
- Maintaining essential services, such as water, gas, and electricity supply systems, to ensure they are in proper, working order.
- Ensuring homes meet or are compliant with regulatory standards, such as the Decent Homes Standard or the Housing Health & Safety Rating System, and are maintained in-line with the Council's own policies and standards, such as our Void Lettable Standard.
- Ensuring that the Council provides an effective, efficient, and accessible repairs and maintenance service, which keeps homes in a good state of repair, and keeps tenants safe and happy in their homes.
- Tackling and keeping homes safe and free from damp, mould, and disrepair.

For other related policies which affect or inform the Council's responsibilities, see section 6 '*Governance and Regulation*'.

Furthermore, all officers of the Council, and our appointed contractors, should treat tenants and households with kindness and respect, and follow the Council's expected standards of behaviour and conduct as given in section 20 '*Customer Care and Experience*'.

For information regarding the Council's responsibilities for maintaining installations or improvements undertaken by tenants, please see section 12.7 '*Tenant Alterations and Improvements*'.

The Council's responsibilities may differ between different types of tenure. The full detail of the Council's responsibilities with regards to repair and maintenance of a given property can be found in the individual tenancy, licence, or lease agreement.

Tenants' Responsibilities

Tenants are broadly responsible for the upkeep and maintenance of their homes and external areas within the curtilage of their homes. This includes keeping the cleanliness of homes to a high-standard, and ensuring that any repairs or defects around the home which are not the tenant's responsibility are reported to the Council as soon as possible.

Key responsibilities of tenants include, but are not limited to:

- Reporting repairs and defects promptly to the Council.
- Allowing access to Wigan Council or its contractors to enable repairs and maintenance to be completed.
- Keeping the interior décor of the home to a good standard.
- Ensuring vents are unrestricted and maintaining adequate ventilation of home.
- Maintaining in a good and safe working order any items or appliances which the tenant has installed themselves or been gifted by the Council.
- Carrying out basic DIY tasks, such as changing lightbulbs, unblocking sinks and toilets, or bleeding radiators.
- Keeping gardens, external spaces, and boundaries in a good, tidy and safe condition, free from rubbish and weeds.
- Maintaining any sheds or outhouses, by virtue of a Council tenancy agreement.
- Putting right any damage to the décor, fixtures or fittings caused by the tenant or the wider household.

The examples of tenants' responsibilities given in this section are indicative and broadly representative. However, Tenants' responsibilities are ultimately defined in their tenancy agreements, and tenants should refer to their tenancy agreement to understand the scope and detail of their responsibilities for repairs and maintenance.

Tenants are also responsible for providing access for the Council to carry out inspections or undertake any repair or maintenance works, and this duty is stated in tenancy and lease agreements. The Council will liaise with tenants in-line with the framework established in this policy, and tenants must provide access at agreed dates and times. Where tenants repeatedly fail to allow access, the Council can and may take further enforcement or legal action.

Additionally, tenants have a responsibility to ensure they provide Council officers and contractors with a clean, safe, and smoke-free environment in which to work, and that attending officers and contractors are treated with respect. The Council does not tolerate any officers or contractors being threatened, intimidated or physically abused when visiting or working in a tenant's home. If this occurs, any visit or works will be stopped, and the officer or contractor will leave the property. The incident will be reported in-line with the Council's incident reporting procedures, and appropriate action will be taken.

Leaseholders' Responsibilities

The responsibilities of leaseholders are outlined in section 19 '*Leaseholders*'.

6. Governance and Regulation

6.1. Relevant Legislation

There are numerous items of legislation which are relevant to the scope of this policy, all of which can be viewed directly at: <https://www.legislation.gov.uk/>.

The key items of legislation below are not intended to form an exhaustive list, and furthermore should be understood in reference also to any associated amending or replacement legislation or relevant Statutory Instruments, Regulations, Orders, or Bylaws.

- Landlord and Tenant Acts 1985, 1987
- Housing Acts 1985, 1988, 1996, 1998, 2004
- Homes (Fitness for Human Habitation) Act 2018
- The Housing Health and Safety Rating System (England) Regulations 2005
- Social Housing (Regulation) Act 2023
- Defective Premises Act 1972
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Housing and Regeneration Act 2008
- Gas Safety (Installation and Use) Regulations 1998
- Control of Asbestos Regulations 2012
- Environmental Protection Act 1990
- Building Safety Act 2022
- Equalities Act 2010
- Care Act 2014
- Corporate Manslaughter and Corporate Homicide Act 2007
- Data Protection Act 2018
- UK General Data Protection Regulation (GDPR) 2021

6.2. Regulatory Standards

The Council aims to ensure that it adheres to and abides by any and all relevant regulatory standards which it is liable to meet. This principally relates to regulatory standards which pertain to the safety and habitability of homes, but also covers expectations and requirements of the Council with regards to consumer standards, and other matters relating to the provision, management, and maintenance of housing and tenancies.

Key regulatory standards which pertain to the scope of this Policy include, but may not be limited to:

- The Regulator of Social Housing's [Consumer Standards](#), including its Safety and Quality Standard, Tenancy Standard, and Consumer Standards Code of Practice;
- The Regulator of Social Housing's [Decent Home Standard](#);
- [The Housing Ombudsman's Scheme and Complaints Code](#).

6.3. Relevant Council Policies and Other Documents

There are a number of Council documents, such as policies, agreements, guidance, or other published literature, which are relevant to the scope, requirements, and restrictions of this policy, and may affect or be affected by the provisions of this policy. These Council documents were considered or consulted in relation to the provisions of this policy.

Relevant Council documents include, but are not limited to:

- Wigan Council Tenancy Agreements (including Secure, Introductory, and Non-Secure agreements, and Leasehold Agreements)
- Void Lettable Standard (see Schedule 2)
- Housing Asset Management Strategy
- Condensation, Damp and Mould Policy
- Rechargeable Repairs Policy
- Adaptations Policy (PSH Assistance / Healthy Homes Policy – TBD)
- Corporate Complaints Policy
- Putting Things Right - Redress Policy
- Housing Access Policy
- Decant Policy
- Housing Asbestos Policy

7. Void Lettable Standard

All void or empty homes will be repaired and completed to the Council's 'Void Lettable Standard' to ensure that they are ready and safe to be lived in before being relet.

The Council's Void Lettable Standard has been developed in consultation with our tenants, and is a specification of the standard of accommodation which can be expected when starting any new tenancy with the Council, and is designed to comply with the government's Decent Homes Standard. It highlights the condition that the Council expects properties to be in when handed back following the end of a tenancy.

Through publishing this specification, the Council aims to minimise the time a property remains vacant, and thereby both minimise the loss of potential revenue from Council rents, and maximise the availability and quality of housing stock for our residents.

The Council's Void Lettable Standard is provided in *Schedule 2*.

8. How we Categorise and Prioritise Works

All repairs and maintenance works are initially categorised under one of the six principal works categories as provided in this section. The principal category under which any given works fall may change appropriately as works are undertaken and develop. How repairs or maintenance works are categorised will impact the priority they are given, and the timescales by which the Council will seek to address or complete the relevant works.

Each principal works category falls into one of two broad classes: Responsive Works or Planned Works. Responsive Works are generally works which are reactive or unplanned and are required due to arising issues at a given property. Planned Works are generally works which are proactive and seek to invest in or ensure the continued safety or longevity of Council homes, or are ad-hoc works required which are more substantive and complex than ordinary Responsive Works.

The Council's categories of repair and maintenance works are as follows:

1.	Responsive Works
(a)	Emergency Repairs
(b)	Priority Repairs
(c)	Routine Repairs
2.	Planned Works
(a)	Major works
(b)	Cyclical Maintenance
(c)	Planned Improvement (Capital Investment)

An outline of the scope of the categories, and the priority and timescales applicable, is provided below.

Any timescales provided in relation to a works category for the completion or resolution of works apply unless the repair qualifies for earlier completion or resolution under the Right to Repair scheme. For further details please see section 18 '*The Right to Repair*'.

In addition to these principal categories, the Council may, from time to time, employ additional sub-categories which are applied to given works. These sub-categories will be for internal use, and implemented to support the administration and management of repairs and maintenance works and enhance service delivery.

Works Class 1: Responsive Works

(1.a.) Emergency Repairs

Repairs are categorised as an Emergency repair where there is an immediate and significant risk to the health and safety of the household, or a substantive danger of significant damage to the structure or integrity of the property.

Examples of Emergency repairs could include, but are not limited to:

- Total loss of essential utilities or facilities, such as electricity, gas, hot water, or heating.
- Serious leak, water ingress, or flooding, which is not containable.
- Electrical hazards or faults due to water ingress
- Dangerous structural failures
- An insecure property which is easily accessible
- Gas leaks
- Tenants unable to access their home, such as due to being locked out or due to a faulty service lift.

The Council will aim to attend to all Emergency repairs as soon as possible, and within 4 hours of the repair report being received.

When attending an Emergency repair, the Council's primary aim is to protect the tenant from any immediate dangers to their health and safety, and to prevent any significant further damage to their home, ensuring that it is safe and habitable. This means that the Council may not provide a full repair upon the first visit, but instead install temporary or incomplete measures. In this event, a further repair will be appropriately logged and raised so that a return visit can be arranged, and it may be reassigned a new category. Any further works required to complete the repair will be undertaken and scheduled in-line with the priority of the works and the requirements of this Policy.

(1.b.) Priority Repairs

Repairs are categorised as a Priority repair where they do not pose an immediate risk or danger to the household or integrity of the property, but cause significant or unsustainable discomfort, inconvenience or nuisance to the household, and may often lead to further deterioration of the property if not resolved.

Examples of Priority repairs could include, but are not limited to:

- Partial loss of essential utilities or facilities, such as electricity, gas, hot water, or heating.
- Partial loss of lighting.
- Major water leaks or ingress to the property which are containable.

- Leaking boilers or radiators where the leak is containable.
- Blocked waste pipes or faulty sanitary facilities.
- Rotting flooring or stair tread.

The Council will aim to attend to all Priority repairs within 5 working days from the date the repair is logged and raised, except where the repair falls under the Right to Repair scheme in which case the repair will be attended to in-line with prescribed timescales.

Any further or follow-up works required will be undertaken and scheduled in-line with the priority of the works and the requirements of this Policy.

(1.c.) Routine Repairs

Repairs are categorised as a Routine repair where they are reasonably straightforward, non-complex, and non-urgent.

Examples of Routine repairs could include, but are not limited to:

- Small-scale plasterwork, and patching and repairs to wall tiles
- Minor repairs to internal joinery, such as kitchen units, window frames, floorboard, skirting boards, or banister rails
- Dripping taps or showers
- Faulty internal door latches, handles and closers

Some works may appear to be Routine works, but upon inspection or attendance may be assessed to be more serious, and in this event will be logged and dealt with in-line with the appropriate priority and works category.

The Council will aim to attend to all Routine repairs within 60 days from the date the repair is logged and raised (subject to any circumstances for which this policy may prescribe an alternate timescale).

In the event that a Routine repair is raised as a consequence of or follow-up to prior Emergency or Priority works related to the same defect or disrepair, the 60 days for attendance to the Routine repair begins from the date that the prior repair works were first logged and raised after the defect or disrepair was initially reported to the Council.

The Council aims to get repairs right the first time, however, in the event that a Routine repair is re-raised in regards to a recently completed job, for example due to the issue or defect persisting, or due to poor quality workmanship, the timescale for an operative to attend to rectify the repair will be 14 days, not 60, from the date the repair is re-raised and logged.

Works Class 2: Planned Works

(2.a.) Major Works

Works are categorised as a Major Works where they are non-urgent, but more complex. These works may often require specialist or made-to-measure items, and cannot be left until any Cyclical Maintenance or Planned Improvement (Capital Investment) works.

Examples of Major Works could include, but are not limited to:

- Full replacement kitchens
- New doors or windows
- Large-scale plastering works affecting multiple rooms
- Partial re-roofs or replacements to roofline components
- Partial or full fencing replacement
- Gutter clearing
- Driveway or large-scale paving works

Depending on the nature of the works, the Council will provide the tenant with a clear, expected timescale for the completion of the works. This will be communicated and arranged in-line with the provisions of this policy. Additionally, with respect to any Major Works, especially those which are expected to take a protracted length of time, the Council will endeavour to keep tenants reasonably updated with the progression of the works, and tenants should be advised in advance of any required visits or appointments.

In the event Major Works are required and raised, the Council or one of its contractors will contact the tenant within 3 months to consult with the tenant regarding the works. Works will be planned in following consultation with the tenant, and will be completed, subject to any unforeseen or mitigating circumstances, within 6 months from reporting, or for kitchens, within 12 months from reporting.

For reasons of economy, and where it does not pose to surpass any required timescales subject to the availability and convenience of the tenant, some works may be grouped together into smaller or other programmes of Cyclical Maintenance or Planned Improvements.

(2.b.) Cyclical Maintenance

Cyclical Maintenance works are works which the Council undertakes as part of a programme of regular planned cycles to ensure that homes are regularly serviced and maintained to the required standards. This includes ensuring that equipment, systems, facilities, fixtures and fittings are tested on a periodic basis and are compliant with legislative or regulatory requirements.

For further information about the Council's Cyclical Maintenance Works, please see section 10 '*Cyclical Maintenance and Compliance Works*'.

Where repairs are reported which would fall under the scope of one of the Council's programmes of Cyclical Maintenance, the repair will be attended to as planned under that Cyclical Maintenance programme, unless there is a reason why it would need to be prioritised.

The Council will communicate clearly to the tenant when the repair is next due to be serviced under a Cyclical Maintenance Programme, or, in the event it is to be prioritised, this will be arranged in-line with the priority of the works and the requirements of this Policy.

(2.c.) Planned Improvement (Capital Investment)

Planned Improvement (Capital Investment) works are programmed in advance and involve major replacements, upgrades, or improvement works to properties. This is a key way by which the Council undertakes significant capital investment in its stock.

For further information about the Council's Planned Improvement (Capital Investment) works, please see section 11 '*Planned Improvement (Capital Investment)*'.

9. Service Particulars

9.1. How Repairs can be Reported

We want reporting repairs to be simple and easy, and for our tenants and leaseholders to be able to report repairs in the way which is most accessible for them. Therefore, we will ensure that repairs can be reported in a wide range of ways, including:

- Online, through a self-service platform.
- By telephone, to a dedicated number.
- In person at one of our Life Centres or libraries.
- By Email or Letter.
- Through Social Media.
- By a third-party representative, including professionals, an elected Councillor, or an MP.
- Through our Out of Hours Service, only available for emergencies.

The Council will publish on its website any contact details, web-links, and further information, to help people to report repairs in the way they wish to.

The Council will ensure that public-facing staff across our departments are trained on the ways in which repairs can be reported, and how and where to signpost residents so that they can report repairs.

Emergency repairs should be reported by telephone to the Council's Out of Hours Service, to ensure the Council is able to respond swiftly.

Reporting Repairs Online

The Council has two online platforms which can be used to report a repair.

- The Housing Account / Housing Portal
- My Account

In both cases, users should complete the form provided to report repairs, including as much information about the repair as possible. Once submitted through the online platform, the repair will be logged and raised in-line with the requirements of this Policy. The platform may also offer appointments for an operative to attend to the repair.

Requests made through an online platform will only be picked-up during normal business hours and are not monitored by our Out of Hours Service.

Reporting Repairs by Telephone

Repairs can be requested by telephone using our dedicated Housing Services line by calling: 01942 489005.

During the hours of 08:00-18:00 Monday to Friday, and 10:00-12:00 Saturdays, calls to this number will be picked-up by a Council officer in our Customer Contact Centre. Calls made to this number outside of the Contact Centre operating hours will be picked-up by our Out of Hours Service.

Calls to the Out of Hours Service are restricted to the reporting of emergency works only, any calls made regarding non-emergencies will be provided with advice on how the repair should be reported. For further information about the Out of Hours Service please see sub-section 9.3 '*Out of Hours Service for Emergencies*'.

Contact Centre and Out of Hours Service staff will be trained to ensure that they obtain all the information necessary for the repair to be successfully logged and raised, and to mitigate the need for any follow-up contact or pre-inspection to clarify the nature or priority of the repair.

Reporting Repairs In-Person

Repairs can be reported in-person at Wigan or Leigh Life Centre, or at any of our 15 Libraries across the borough, where staff are on-hand to support tenants should they require assistance. Tenants can use one of our public network computers at these locations, and a free phone is also available in Wigan and Leigh Life Centres to report emergency repairs for tenants without access to a phone.

Reporting Repairs by Email or Letter

Reports made via email should be made to:
repairsadminenquiries@wigan.gov.uk.

Reports made via letter should be made to: Wigan Council, Housing Repairs, PO Box 100, Wigan, WN1 3DS.

In either case, the report should include:

- The name(s) of the tenant(s)
- The name of the person making the request (if not the tenant)
- The address which the repair relates to
- Details of the repair needed
- The tenant's Payment Reference number (if known)
- Preferred contact details for the tenant, so access for the repair visit can be arranged
- Details relating to any reasonable adjustments which may be required

Requests made by email or letter will only be picked-up during normal business hours and are not monitored by our Out of Hours Service.

Reporting Repairs through Social Media

Repairs can be reported to the Council through any of its official social media accounts.

An officer of the Council will pick-up the request and forward the details of the request to the Council's housing repairs service.

When making a request through one of the Council's social media profiles, we strongly urge that the request is made via any private messaging feature available on the social media platform, so that personal information and data is protected from public view.

Report should include:

- The name(s) of the tenant(s)
- The name of the person making the request (if not the tenant)
- The address which the repair relates to
- Details of the repair needed
- The tenant's Payment Reference number (if known)
- Preferred contact details for the tenant, so access for the repair visit can be arranged
- Details relating to any reasonable adjustments which may be required

Requests made through social media will only be picked-up during normal business hours and are not monitored by our Out of Hours Service.

Requests for repairs made via social media should only be made to the Council's official social media profiles. The Council will advertise any official social media profiles it uses on its website, along with the relevant links. Persons reporting repairs are urged to be wary of any unofficial or fake accounts as these pose risks to the privacy and safety of our residents.

Reporting Repairs Through a Third-Party Representative

Repairs can be reported via a third-party representative, such as a friend or family member, a third-party professional, or an agent of an organisation assisting or instructed by the household, such as a charity or a solicitor.

Where repair requests are made via a solicitor instructed to act on behalf of the tenant, the Council will liaise with the instructed solicitor regarding the repair. If contact from a solicitor concerns a legal claim for disrepair, the matter will be referred to the Council's Legal Department.

Where a repair request is made via another third-party, such as a friend, family member, or an agent of a charity assisting the household, the Council will log and raise the repair appropriately and in-line with the requirements of this Policy. Depending on the information provided to the Council in the repair request, the Council may need to contact the tenant or household to ensure that the tenant or household provides their consent for the third-party to liaise with the Council regarding the repair request, and to confirm to what extent the third-party is authorised by the tenant or household to act on their behalf, including what information may be shared with the third-party.

In all cases, any repair request made by a third-party should include:

- The name of the person making the request and their relation to the tenant or household
- The name(s) of the tenant(s)
- The address which the repair relates to
- Details of the repair needed
- The tenant's Payment Reference number (if known)
- Preferred contact details for the tenant, so access for the repair visit can be arranged
- Details relating to any reasonable adjustments which may be required

Reporting Repairs to our Out of Hours Service

The Out of Hours Service for emergency repairs is contactable 24/7, 365 days a week, via telephone by calling: 01942 404040.

The Out of Hours Service is only available for the reporting of Emergency repairs.

For further information about the Out of Hours Service, please see sub-section 9.3 '*Out of Hours Service for Emergencies*'.

9.2. Completing Repair and Maintenance Works

For any appointments made for work to be completed or inspections to take place, an adult over the age of 18 must be present. Appointments and visits

cannot take place with a minor under the age of 18 being the only person present in the home.

9.2.1. Logging and Raising Reported Repairs

Following the receipt of a request for a repair, the Council will log and raise the repair on the relevant internal IT systems, and assign a priority category to the repair based on the information received about the repair.

Aside from Emergency repairs reported by telephone to the Out of Hours Service or the Contact Centre, all appropriately reported repairs will be logged and raised within 48 hours of receipt (excluding non-working days).

In some cases the Council may not be able to appropriately raise, categorise or prioritise a repair. This may occur where the Council did not receive adequate information from the repair request to do so. In this event, the Council will still log the repair, and depending upon the nature of the report, may contact the relevant tenant to obtain further details to help categorise and prioritise the repair, or, may send the repair for a pre-inspection.

9.2.2. Pre-Inspections

Following the receipt of some repair requests, the Council may need to undertake a pre-inspection before an appointment can be arranged and any works commenced.

This will be the case where the Council needs to establish what work will need doing to resolve the issue, and may occur where the scope of the repair is unknown or unclear from the repair request, or where the Council does not have sufficient details to order items for the repair.

Following the pre-inspection, the attending officer or contractor will diagnose the scope of the works needed, and then log and raise the required works.

Tenants will be advised at the end of a pre-inspection of the expected scope of the works, and will be contacted by an operative or contractor within 10 working days to discuss the requirements of the works. This may include scheduling a first appoint.

Most plastering work will require a pre-inspection to ensure that the correct time is allocated to each repair so that the work can be completed during the first repair visit.

9.2.3. Appointments

As part of our commitment to delivering a high-quality service and level of customer care, the Council will offer a range of appointment times so that tenants and leaseholders are able to find one which works for them.

The Council will aim to be flexible around our tenants' and leaseholders' lives and commitments, including, but not limited to, accounting for school runs, working hours, and caring responsibilities.

All appointments, including any follow-up appointments to prior inspections, will be made available during one of our broader windows of appointment hours:

- Morning appointment hours (Monday – Friday) – 08:00 to 12:00.
- Afternoon appointment hours (Monday – Friday) – 13:00 to 16:00.
- School run appointment hours (Monday – Friday) – 09:30 to 15:00.
- All-Day appointment hours (Monday – Friday)

For emergency repairs, tenants will be provided an all-day appointment window, and the repair attended to within timescales outlined in this policy.

Where a tenant reports a repair using an online platform, the tenant will be able to choose a convenient appointment from a list of available appointment windows.

Where a tenant reports a repair by telephone, they will be offered an appointment in the next available window, along with further alternatives if the next available appointment window is not convenient.

Where a tenant reports a repair using another method, such as by email, or has their repair reported on their behalf by a third party, the Council or an appointed contractor will contact the tenant to arrange an appointment, using the tenant's preferred method of contact where provided and possible.

Where tenants report their repair online or by telephone, or where tenants are otherwise contacted to arrange a first appointment, tenants will be invited to provide details of any reasonable adjustments which they may require with respect to the appointment or works.

Once an appointment is arranged, tenants will receive confirmation of their appointment via text message.

For repairs which fall under the Right to Repair scheme, the Council will send a confirmation letter of the arranged appointment.

Tenants will receive a notification on the day of their appointment to let them know the attending operative is on their way.

Where repairs or maintenance works may require multiple appointments, the tenants will be informed of this at their first appointment by the attending operative and will receive regular communication throughout the progress of the works from either the Council or one of its contractors, and

further or follow-up appointments will be made in-line with the requirements of this policy.

In the event that the required works can be completed without needing access into the tenant's home, for example as may be the case with fencing or roofing repairs, the tenant will be asked to confirm that they are happy for the Council to attend without the tenant needing to be present. In these circumstances the Council will not make a specific appointment time with the tenant, but will commit to completing the working within a target timescale. Tenants will still receive prior notification of the attendance of any operative to undertake any works, and will be notified to confirm the completion of any works or be advised of any follow-up works required.

9.2.4. Cancelling and Rescheduling Appointments

If tenants or leaseholders find that they are unable to keep to an arranged appointment, they must inform the Council as soon as possible.

Appointments must be cancelled no later than 24 hours before the start of the arranged appointment window.

For the purposes of cancelling appointments within the required timescales, the time at which the appointment will be considered to have been cancelled is the time at which the Council receives notice of the cancellation. This means that tenants are advised to cancel appointments by phone or email, as cancellation by other means, such as by a posted letter or a third-party representative, may take longer to reach us for processing.

Appointment cancellations which are not made within the required timescale will be considered and recorded as a Missed Appointment.

If an appointment is cancelled, tenants will be expected to proactively make contact to reschedule the appointment for a new, suitable and available time.

In the event that an appointment is cancelled and not appropriately rescheduled by the tenant in relation to Emergency or Priority repairs, this could pose a significant risk to the health and safety of the household, or the structure and integrity of the property, and the Council may seek to enforce access through the appropriate escalation process in-line with its *Housing Access Policy*.

Any delays in completing repairs or maintenance works which are due to the cancellation of appointments by, or non-cooperation of, tenants will not be deemed to prejudice the time taken nor efforts made by the Council to complete such repairs or maintenance works within any prescribed timescales.

In the event that the Council or one of its contractors needs to cancel and reschedule an arranged appointment, this will be done and the tenant informed as soon as possible. The appointment must be cancelled no later than 48 hours before the arranged appointment time, and where this timescale is not met, the matter is to be considered a Missed Appointment by the Council, and the Council may be liable to pay compensation.

9.2.5. Missed Appointments and Access Refusals

A Missed Appointment is any standing appointment for which the attending operative or inspector turns up and is unable to undertake the planned works due to an inability to gain the required access, often due to the absence of the tenant or leaseholder or other unreasonable preventative conditions at the property.

An Access Refusal concerns events where a Council operative or an appointed contractor has been denied access to complete an arranged appointment for repair or maintenance works, either explicitly by the tenant, or through deliberate or consistent non-cooperation by the tenant.

With the exception of explicit Access Refusals by a tenant, for all appointments in which the attending operative or inspector is unable to undertake the arranged works, the operative or inspector will wait at the property for at least 15 minutes for the tenant to attend to provide the agreed access. Attending operatives or inspectors will also attempt to contact the tenant. If appropriate access cannot be granted within this time, the appointment will be a Missed Appointment and the attending operative or inspector will leave.

For all Missed Appointments, a calling card will be left for the tenant to notify them that the appointment was attended and any inspections or works were not able to be completed due to lack of access, and will include information on how to rebook the appointment.

If an appointment is missed, tenants will be expected to proactively make contact to reschedule the appointment for a new, suitable and available time.

Access Refusals are managed in-line with the Council's *Housing Access Policy*, and may result in legal or enforcement action being taken.

Multiple or frequent Missed Appointments will constitute an Access Refusal, and will be managed in-line with the Council's *Housing Access Policy*.

In the event that a Missed Appointment or Access Refusal relates to Emergency or Priority repairs, this could pose a significant risk to the health and safety of the household, or the structure and integrity of the property,

and the Council may seek to enforce access through the appropriate escalation process in-line with its *Housing Access Policy*.

9.2.6. During and Completing Works

During any and all appointments to complete repairs or maintenance works, tenants and leaseholders can expect the attending operative to adhere to the principles and standards which the Council sets itself with respect to customer care and experience. For further information about our commitments to customer care, please see section 20 '*Customer Care and Experience*'.

All attending officers, whether Council employees or Council appointed contractors, will always carry identification to confirm that they are appropriately authorised or instructed by the Council.

During any appointments, and throughout the progress of repairs or maintenance works, the Council and its contractors will aim to ensure a minimal level of disruption to the household, as far as is practicably reasonable given the nature of the works being undertaken.

Attending operatives will make every effort to ensure that any trade waste is removed on the day of each appointment, and that the home is left safe and tidy. Where this is not possible, the removal of any trade waste will be arranged as soon as possible and the tenant will be contacted to confirm or arrange access to remove the waste.

In some cases the attending operative may require access beneath floor or wall coverings, including decking and such in garden areas. In this event the operative will make good or put back like-for-like the floor or wall covering, unless it is an alteration made by the tenant without the Council's permission.

Attending operatives may refuse to undertake or continue with any repairs or maintenance works if the property is found to be unhygienic, cluttered, unsafe, or if they are treated abusively or aggressively.

Upon the completion of any repair or maintenance works, any disturbed surfaces around the works, or any damages beyond fair wear and tear caused by the works, will be re-instated where possible by the Council in a like-for-like fashion, or else prepared for redecoration and the tenant provided with a voucher of a nominal amount for decoration.

Once all repairs or maintenance works have been completed such that the Council considers the matter resolved, they will be recorded as completed on any relevant Council information management systems, and the tenant will be provided with a survey to complete and give their feedback regarding the works and service.

9.2.7. Post-Inspections

In some cases the Council will undertake post-inspections of completed works.

Post-inspections enable the Council to confirm that any problems or defects have been fully resolved, and that works have been completed to the required standard. They also help the Council to review its service, and to ensure that our service is high, quality, provides value for money, and meets our commitments to the environment and sustainability.

In the event of the Council undertaking a post-inspection, this will be communicated clearly to the tenant, and an appointment will be arranged in-line with the occupant's availability, and in-line with the requirements of this policy.

Where post-inspections relate to the completion of works undertaken to resolve an Emergency or Priority defect, the Council will ensure that these post-inspections are undertaken within 20 working days of completion of the works, subject to the cooperation of the occupant.

9.3. Out of Hours Service for Emergencies

To promote the safety and well-being of our tenants and leaseholders, and ensure that the Council delivers a comprehensive Repairs and Maintenance service, the Council will provide an Out of Hours Service to respond to any emergency repairs needed or reported outside of the Council's normal business hours.

The Out of Hours Service will be available 24/7, 365 days of the year, which includes:

- Monday to Friday – 5pm until 9am the next working day
- Saturday and Sunday – 24-hour coverage
- Any non-working days, such as Bank Holidays – 24-hour cover

The Out of Hours Service will be contactable by a dedicated telephone number, and this number will be advertised on the Council's website, and will be provided to tenants in their Tenancy Sign-up Pack.

The purpose of the Out of Hours Service is to protect the tenant from any immediate dangers to their health and safety, and to prevent any significant further damage to their home, ensuring that it is safe and habitable. This means that the Out of Hours Service may not provide a full repair, but rather will aim to secure the safety, habitability, and integrity, of the property, which may involve installing temporary or incomplete measures.

In instances where the Out of Hours Service secures a property with temporary or incomplete measures, it will ensure that the repair is

appropriately logged and raised so that it can be followed-up during normal working hours. Any further works required to complete the repair will be undertaken and scheduled in-line with the priority of the works and the requirements of this Policy.

10. Cyclical Maintenance and Compliance Works

To ensure that homes are kept safe and maintained to a high-standard, the Council undertakes programmes of Cyclical Maintenance works.

These are works which are carried out under regular, planned cycles for the inspection, servicing and upkeep of the home. It includes securing that appliances and equipment are of a safe operating standard, and other works to ensure the general maintenance of the condition of housing stock.

Some Cyclical Maintenance works are required by legislation, such as annual gas safety checks. Other Cyclical Maintenance works the Council may undertake as a commitment to effective asset management and best practice.

Examples of Cyclical Maintenance programmes include, but are not limited to:

- Servicing of gas heating systems/installations, including statutory annual gas safety checks
- Smoke and carbon monoxide detector testing
- Periodic inspections of electrical installations for domestic properties and communal areas
- Servicing of communal boilers
- Servicing of communal lifts and stair lifts
- Water hygiene and legionella testing
- Fire risk assessments for communal or common areas in blocks of flats, sheltered schemes or converted houses
- Domestic and community asbestos inspection

The Council will ensure that all tenants are made aware in advance of any due appointment date scheduled by the Council to undertake Cyclical Maintenance works at their home, and whether access to the property is required. The Council will also ensure that tenants are clearly informed as to how they may reschedule their appointment or provide additional information regarding the works to the Council.

Where Cyclical Maintenance works are being undertaken to comply with legislative or regulatory requirements, tenants are obliged to allow access for the Council to undertake these works. Where entry is unreasonably or repeatedly refused, the Council may seek to enforce access to undertake the

required works through the appropriate escalation process in-line with its *Housing Access Policy*.

In some cases, upon commencing Cyclical Maintenance works at a property, the Council may deem that larger replacement, repair, or upgrade works are required. In this event, such works will be categorised and prioritised accordingly in-line with the requirements of this policy, and may be undertaken as part of a Planned Improvement (Capital Investment) programme or as ad-hoc Major works.

For further information about the Council's approach to Cyclical Maintenance works, see our *Housing Asset Management Strategy*.

11. Planned Improvement (Capital Investment)

The Council is committed to lifting all of its homes to modern living standards and providing safe and quality homes which are energy efficient, address fuel poverty, and contribute to the Council's decarbonisation and green energy objectives.

This investment in and improvement of Council stock is achieved through regular programmes of planned improvement and capital investment works.

These programmes help to drive value for money through maintaining and enhancing the Council's stock asset value, and keeping revenue expenditure low by ensuring the major components of the stock are in a good state of repair with maximised life cycles.

Examples of programmes of planned improvement and capital investment works which the Council may undertake could include, but are not limited to:

- Kitchen replacements and upgrades
- Bathroom replacements and upgrades
- Window replacements and upgrades
- Boiler upgrades
- Energy efficiency and decarbonisation programmes, such as the installation of heat pumps or solar panels

The Council will aim to make best use of data and intelligence when determining programmes of planned improvements and investment to be delivered. This may include the utilisation or procurement of Stock Condition Surveys. Robust use of data will enable the Council to make investment decisions driven by evidence, supporting the delivery of improvement and investment programmes which achieve value for money.

Any timescales or other aspects of delivery with respect to any programmed or planned improvement or investment will be determined and informed by the particulars of that programme, and these details will be clearly communicated to the relevant or affected tenants.

The Council's approach to and programmes of planned improvements and capital investment is provided in our *Housing Asset Management Strategy*.

At time of publication, the Council has procured a consultant for stock condition surveys and will aim to ensure that 100% of the Council's housing stock is surveyed over a 3-year period.

The Council will also implement an Asset Management System, which is a strategic tool that uses the data collected from stock condition surveys. The system will aid to maintain and improve the Council's assets efficiently. Key components of the Asset Management System will include:

- Stock Condition Surveys – These provide up-to-date information on the physical state of assets (e.g., buildings, infrastructure, housing estates).
- Data Integration and Analysis – The system processes survey data to assess current conditions, identify maintenance needs, and predict future deterioration.
- Forecasting Future Programmes of Work – Using historical trends and predictive modelling, the system estimates when repairs, refurbishments, or replacements will be needed.
- Time Frames & Cost Estimation – The system calculates the expected costs per estate and sets realistic timelines for interventions.
- Financial Planning – The system generates short, medium, and long-term financial plans to ensure sustainable investment in asset maintenance and improvement.

12. Restrictions and Exceptions to Repairs and Maintenance Services

In some circumstances the repair and maintenance services which a tenant may expect, or ordinarily or previously be entitled to, may be restricted or exempted by the Council. This section details the key circumstances in which this may occur, but may not be exhaustive of all circumstances.

12.1. Alterations and Improvements

Under the Housing Act 1985 secure tenants have the right to carry out their own alteration or improvement works to their homes, at their own expense, subject to obtaining the Council's prior written content.

Where tenants have carried out the own alteration or improvements works, the Council will not accept responsibility for repairing, maintaining, or servicing, these alterations of improvements.

In the event that a Council operative disturbs or damages during the course of a repair an alteration or improvement made by the tenant, the Council will not be responsible for re-instating the alteration or improvement, and would only make any replacements or repairs with our standard specification stock. Tenants should consider then before undertaking any alterations or improvements.

At the end of a tenancy, tenants will not be permitted to remove any fixtures which are an essential feature of the structure or installations, and are otherwise required to re-instate or make good the property in relation to any other fixtures or fittings.

Further information regarding making improvements or repairs can be found in the Council's *Alterations Policy*.

In the event that the Council is required to rectify any alterations or improvements made by a tenant to their home which are unsafe or unsatisfactory and fail to meet the required standards, the tenant is liable to be recharged by the Council. For further information about recharges for works please see section 13 'Recharging for Works'.

12.2. Right to Buy

Under the Housing Act 1985 (as amended) most secure tenants have the right to buy their home from the Council, subject to meeting certain conditions. Upon receipt of an RTBI application form from a tenant to buy their home, the Council will restrict what works it may undertake at the home. The works which will be carried out, whilst a Right to Buy application is live, are works which the Council considers to be essential.

The Council will continue to comply with its statutory and contractual repairs and maintenance obligations, ensuring that the property is weather-proof, safe for habitation, and that utilities, such as gas, electric, water, and drainage, are in proper working order. We will also continue to address issues of damp and mould.

No replacement works will be carried out unless the Council deems it absolutely necessary, and the property will be excluded from any cyclical maintenance or planned improvement programmes or works.

Where the right to buy is being exercised in relation to the purchase of a flat, the Council will continue to be responsible for the exterior and structure of the building, and for communal areas, items, or services, subject to the terms of the existing tenancy. Communal areas will remain part of any cyclical

maintenance or planned improvement programmes. However, internal repairs to the flat will be restricted as detailed above to essential repairs only.

Where a right to buy application is withdrawn, restrictions on repairs are lifted.

12.3. Mutual Exchange

Under the Housing Act 1985, secure tenants have the right to exchange their homes with another Council or housing association tenant, providing each party obtains their landlord's written agreement. A mutual exchange is an assignment of the tenant's existing secure tenancy and a fresh tenancy is not created as a result of any such assignment.

Tenants that move home via a mutual exchange take the property as seen and all of the responsibilities of the outgoing tenant will pass to the incoming tenant. Any other repairs that arise after the mutual exchange has taken place will be dealt with in accordance with this policy.

12.4. Ethical Lettings Agency and Externally-Owned Homes

The Council's in-house Ethical Lettings Agency (ELA) provide a lease management service whereby the Council acquires private properties on medium- or long-term leases from a superior landlord, in order to sublet them and provide affordable, settled rented accommodation to local households in urgent housing need.

Under the lease management service, the Council is responsible for the day-to-day management of the property as the immediate landlord of any tenant (occupant). These responsibilities include the co-ordination and completion of responsive and emergency repairs, but exclude structural repairs and the replacement of capital items, which would remain the responsibility of the superior landlord.

To promote consistency for all Council tenants, the Council ELA team acts to ensure that ELA tenants can benefit from the Repairs and Maintenance Services as outlined in this policy, insofar as they are applicable to ELA properties.

Ultimately all repairs and maintenance to ELA properties will be subject to, and carried out in accordance with, the specific particulars of the applicable lease and tenancy. The Council's ELA team will ensure that ELA tenants are clearly informed at the outset of their tenancy how they should report repairs, who is responsible for their repairs, and what they should expect with respect to any repairs or maintenance works.

Should the Council acquire additional privately-owned properties (outside of the ELA model) through a lease and/or management arrangement, the Council's management duties – and responsibilities in relation to repairs and maintenance works – will be determined by the specific particulars of any applicable lease, management or tenancy agreement in place. Where such properties are sublet, the Council's role in relation to repairs and maintenance works, and the associated processes, will be clearly communicated to the occupant.

13. Recharging for Works

In some circumstances the Council may recharge tenants for repair or maintenance works which the Council has undertaken.

This is likely to be the case where the Council has carried out repair or maintenance works which were not the Council's responsibility, but were needed to make the home safe or habitable, or were the result of tenant negligence or misuse, damage, or rectifying tenant alterations.

In all instances, recharges will be determined and administered in-line with the Council's *Rechargeable Repairs Policy*.

14. Garages, Outbuildings, Landscaped Areas, and other Property or Land

The Council will repair and maintain any garages or garage plots, outbuildings, communal or public landscaped areas which the Council owns, in order to ensure the safety of residents and other members of the public using those areas or facilities. Where repair obligations lie with a tenant or leaseholder by virtue of a written agreement, the Council will carry out works in default where these are required to ensure public safety or the integrity of the structure or property.

Repairs or maintenance works to such property or land will be categorised, prioritised, and undertaken, in-line with the provisions of this policy.

In the event that the Council deems that the overall cost of repairing or maintaining a specific grouping of such property or land may be excessive, the Council may undertake an options appraisal to determine the feasibility and cost of completing any required works, and assessing the value of repurposing the use of such property or land.

Furthermore, the Council reserves the right to remove structures where it deems them to be beyond economically-feasible repair, balanced against the utility to residents of maintaining such property or land, including communal or private structures such as, but not limited to, garages, sheds,

porches, or outbuildings, on Council-owned land or let in conjunction with a residential property.

The Council will also seek to take appropriate works to external fixtures, property, or land, which may include, but is not limited to, the following:

- Providing or maintaining footpaths or driveways from the front door of homes or properties to the street access at the curtilage of the property, or to or from any authorised outbuildings.
- Erecting or maintaining any authorised or provided boundary fences, walls, or other such demarcations, where properties, including their curtilage, border open spaces.
- Maintaining any accessible landscaped areas to ensure that they are tidy and free from hazards and debris, including open landscaped areas, gardens, yards, hedges, flora, fences, and gates.
- Ensuring that such property or land do not cause any pipe or drain blockages.

15. Aids and Adaptations

The Council is committed to ensuring that all residents are able to live in a home which meets their needs and allows them to retain as much independence as possible. As such, the Council provides an Adaptations service to install both minor and major aids and adaptations for tenants to help meet this goal.

Examples of aids or adaptations which the Council may install include, but are not limited to:

- Grab rails
- Access ramps
- Bath or track hoists
- Stair-lifts
- Wet rooms
- Through-ceiling lifts
- Widening of doors or pathways

Where a tenant requires aids or adaptations to help them to live independently in their homes, the Council will look to provide these alterations or installations in-line with its *Adaptations Policy*. Similarly, where existing aids or adaptations installed by the Council are in need of repair or replacement, these repairs or replacements will also be undertaken in-line with the Council's *Adaptations Policy*.

16. Condensation, Damp and Mould

The Council takes issues of condensation, damp and mould seriously, and has a dedicated policy addressing how the Council tackles these issues. We ensure that tenants experiencing these issues are listened to, and that appropriate action is taken to treat the root cause in a timely manner. For further information, please see our *Condensation, Damp and Mould Policy*.

17. Asbestos

For many years, asbestos was commonly used in the construction of buildings because its favourable insulation and fire protection properties. Asbestos would often be mixed with other materials to make asbestos containing materials (ACMs) which were used for numerous purposes, such as cement roofing panels for garage roofs, or for encasing pipes. However, asbestos is no longer in use due to its propensity to cause damage to the health of persons, and was banned in 1999. Due care must be taken with respect to any ACMs, as if damaged, the material can release fibres which can lead to significant respiratory illnesses.

Most ACMs which are in good condition and left undisturbed do not pose a significant risk to the health of persons regularly in proximity to such ACMs.

Where tenants suspect that their homes contain asbestos, or are concerned that they have disturbed any present ACMs, they should report the presence of asbestos to the Council, and must not attempt to remove or repair the ACMs themselves.

Upon receipt of a reported concern regarding asbestos, the Council will arrange for an appropriate qualified operative to attend the property to assess the ACM and any risks posed to the health of occupants in proximity to the ACM.

Where the Council encounters any ACMs when undertaking any repairs or maintenance works to a home, the Council will ensure that an appropriately qualified operative attends the property to undertake an assessment of the asbestos or ACMs, and will establish what works may be required to either make safe or remove the present asbestos or ACMs.

In all cases the Council will ensure to minimise the risk of exposure to asbestos or ACMs, and will keep tenants informed of any procedures or required works in relation to any asbestos or ACMs which the Council is remedying or managing.

All issues or matters relating to asbestos or ACMs in homes provided by the Council will be ultimately managed in-line with the Council's *Housing Asbestos Policy*.

The Council will continue to maintain an asbestos register, currently using a cloud-based portal C365. Asbestos surveys are stored for individual addresses, and both Council staff and external contractors that require asbestos related information to dwellings have access to the portal.

The pending stock condition survey the Council will undertake will include carrying out asbestos surveys in 100% of our housing stock. This will ensure that contractors have clear asbestos information before carrying out any works at a property, and reduce delays and unexpected costs due to asbestos-related discoveries during repairs.

18. The Right to Repair

The Right to Repair scheme is provided for by The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

The scheme provides a framework under which qualifying tenants of local housing authorities are entitled to have certain qualifying repairs resolved by the Council within prescribed timescales, where these repairs are not likely to cost more than £250.00, and empowers tenants, under certain conditions and circumstances, to instruct their own contractors to carry out qualifying works, or to receive compensation from the Council for a failure to complete qualifying works within prescribed timescales, including where such a failure prevents the tenant or their household to use any or some of their home.

The scheme outlines procedural requirements which both the Council and tenants are required to follow, with deviations to this potentially affecting any duties or compensation actionable.

The Council aims to ensure that all repairs falling under the scope of the Right to Repair scheme are completed within the timescales prescribed by the scheme, and to ensure that sufficient policies and procedures are in place to ensure that tenants are able to claim compensation from the Council in accordance with the Right to Repair scheme.

The ordinary entitlements to repairs and compensation will not apply where a tenant informs the Council they no longer wish for the repair to be carried out, or the tenant unreasonably fails to provide access to, or obstructs access to, the property for inspection or repair works. Additionally, prescribed periods may be suspended where there are exceptional circumstances, beyond the control of the Council or the contractor, which prevent the qualifying repair work being undertaken.

For further information regarding the qualifying repairs and timescales covered by the Right to Repair scheme, please see *Schedule 3 'The Right to Repair Scheme'*.

For further information regarding compensation under the Right to Repair Scheme, please see the Council's *'Putting Things Right – Redress Policy'*. All matters relating to claims, or any other circumstances, falling under the scope of the Right to Repair Scheme, should refer to this Policy.

19. Leaseholders

Leaseholders of flats will have a different set of responsibilities to Council tenants with regards to maintenance of their homes, and are advised to consult the terms of their lease to understand what these responsibilities are, or if necessary seek legal advice.

Copies of leases are provided upon completion of the purchase of the flat by the leaseholder and additional copies are usually available (at cost) from the Land Registry. The lease will also include details of the restrictive covenants, easements, covenants by the Council, restrictions, Rights and Privileges and exceptions and reservations relating to the property, together with details of any service charge and expenditure reserve charge.

All actions taken by the Council with respect to repair or maintenance works in relation to leasehold flats will be undertaken in-line with the requirements of the terms of the relevant lease. Any provisions of this policy apply in the case of leasehold flats and leaseholders insofar as they are applicable or practicable and do not contradict the terms of the relevant lease.

Generally, a Leaseholder will hold a 125-year lease and be responsible all maintenance and upkeep of their property, and to [treat common parts well]. The Council retains responsibilities for the repair and maintenance of the property or estate which the leasehold flat is part of including infrastructure which serves multiple dwellings within the property or estate.

Leaseholders would normally be responsible for:

- Floors and floorboards, ceilings, and non-structural walls
- Plastering and decoration
- Windows and doors and their surfaces, frames or glass components
- Heating and lighting
- Internal fixtures and fittings
- Damage caused by their own fixtures and fittings, and arranging home contents insurance (where the Council as a freeholder would normally be responsible for securing buildings insurance)

- Ensuring that any repairs, alterations, or improvements works undertaken by the Leaseholder do not pose a health or safety risk to themselves or other residents of the property
- Seeking the Council's prior consent for structural alterations and structural additions to the flat.

Individual lease agreements normally give the Council the right to enter property to inspect its condition, and undertake any repair, maintenance, rebuilding, or alteration works required with respect to the flat, the property or estate the flat is part of, or to other adjoining or contiguous premises. Except in cases of an emergency, the Council will give at least 3 days' notice of required access. Leaseholders are responsible for ensuring that adequate access is provided.

The lease will also detail the Council's maintenance responsibilities in respect of the property or estate of which the leasehold flat is a part, and the leaseholder's responsibilities to contribute to and pay the any service charge or expenditure reserve charges as set out in the lease.

Where repair or maintenance work is carried out to building components or services that the Council is responsible for, leaseholders are required to contribute towards the cost of the works carried out as set out in their lease, subject to the Council complying with the consultation requirements set out in the Commonhold and Leasehold Reform Act 2002 and the provisions of the Landlord and Tenant Act 1985.

In the event that repair or maintenance works require the issuing of a notice or consultation under in the Commonhold and Leasehold Reform Act 2002 and the provisions of the Landlord and Tenant Act 1985, any delays in completing the works in order to comply with any notice or consultation requirements will not be deemed to prejudice the time taken nor efforts made by the Council to complete the works within any timescales otherwise prescribed by this policy.

If repairs are needed that are the leaseholder's responsibility, the Council will notify the Leaseholder require them to complete the works within a set timeframe. In the event that the leaseholder fails or refuses to complete the repairs to the required standard, the Council may take enforcement or legal action. For further information about enforcement or legal action, see section 22 '*Enforcement and Legal Action*'.

20. Customer Care and Experience

The Council aims to promote the highest standards of customer care and experience across all of its services, including housing repair and maintenance services.

The Council will ensure top-quality customer care and experience in our housing repair and maintenance services through a number of ways, and especially through those provided below.

Staff Conduct

To promote excellent customer care and experience, there are certain standards which we expect all staff and contractors to abide by and exemplify, these include:

- The Council's *Officer Code of Conduct*
- Our Team Wigan Behaviours
- Our 6 Ways of Working under our 'Progress with Unity' Plan

The Council's *Officer Code of Conduct* applies to all Council employees and sets standards to ensure staff act with integrity, honesty, impartiality and objectivity. Individuals contracted to provide services by the Council are also expected to comply with the principles of this code.

Additionally, all Council staff and contractors are expected to be ambassadors for the Council and embody our Team Wigan Behaviours. These Behaviours reflect our shared values and attitudes, and inform how we do things to create a friendly, positive, inclusive, and innovative environment. Our Team Wigan Behaviours encourage staff and contractors to Be Positive, Be Accountable, Be Courageous, and Be Kind.

The Council's 'Progress with Unity' plan is our core strategy to build positive change across our borough over the next 10 years. Through 'Progress with Unity' we adopt the following six tried and tested ways of working to achieve our aims, meaning we will: See the Person, Listen Deeply, Know This Place, Do the Right Thing, Connect to Neighbourhoods, and Show our Love and Pride.

Staff Training

The Council provides a robust package of training for all staff to ensure that they can deliver efficient repairs and maintenance services and excellent customer care.

All new employees to Housing Services will undergo a specific and extensive induction programme, which includes a mandatory course on customer care and experience.

Alongside our extensive suit of training and induction courses, the Council has implemented its 'See the Person, See the Home' training sessions, which are an immersive learning experience for staff. The sessions are designed to train staff to recognise and respect the individual lives and circumstances of residents and to challenge stereotypes and implicit biases. The sessions seek

to empower staff to deliver excellent customer care and work with tenants to provide a quality service and reach positive outcomes for everyone.

Public-facing staff across our housing services, and also our contractors, are required to undergo training to help them recognise signs of vulnerability, neglect, or abuse, when out in our estates and communities, and on how to report these through appropriate channels.

The Council also promotes an asset-based approach across its services, and staff and contractors undergo training in taking an asset-based approach. The Council's asset-based approach underpins our collective commitment to supporting people to be able to live happy, healthy and fulfilled lives in their local communities. It means that we explore different conversations with residents to better understand individual strengths, gifts, talents and value the person, and encourage and liberate staff to deliver creative and innovative options that help people to live enjoyable and fulfilled lives.

Complaints Handling

In addition to the Council's corporate complaints team, the Council has established an additional unit, the Customer Care Team, in its Housing Services department to specifically investigate complaints received in relation to housing repair and maintenance services. The Customer Care Team are committed to ensuring that complaints are dealt with fairly, objectively, and consider the customer's point of view, and will promote service improvement through corrective actions following investigated complaints.

Available Support for Tenants

The Council may signpost or refer tenants to external partners and organisations who can assist them, including those offering a handyman scheme such as Age UK.

The Council will also signpost tenants to the Council's in-house Good Trader Scheme, which helps residents to find reputable traders and contractors.

Across the Council we also offer an range of support services, available to tenants and other residents, notably our Welfare Support and Welfare Rights Support services. These services provide advice and support to people in crisis, including through providing food support, energy vouchers and furniture packages. People can also receive free and confidential advice on a range of welfare benefits, help with completing claim forms, and guidance when making appeals.

21. Equalities and Vulnerability

21.1. Equalities Statement

Wigan Council is committed to celebrating diversity and promoting equality throughout its services and the borough.

We are steadfast in our belief that everyone should have the same opportunities, and that all our residents should feel that they belong in their communities and in our borough. Therefore, we aim to ensure that everyone is treated fairly, equitably, and with dignity, and that Council services respect, accommodate, and celebrate, the diversity of our residents.

In the Council's *New Era: Progress with Unity* plan, we highlight a key corporate mission of the Council, which is to create fair opportunities for all of our residents, and to break down the various barriers to equality throughout our borough. In implementing this key corporate mission into all that we do, the Council will ensure that its repairs and maintenance services, policies, procedures, and practices, are delivered in-line with the lawful requirements of the Equality Act 2010, and are compliant with the Public Sector Equality Duty.

We are proud that across all Council services and ways of working, we promote a person-centred approach to providing services to our residents.

21.2. Reasonable Adjustments

Reasonable adjustments are steps taken or changes made by an organisation to remove barriers and improve accessibility for disabled people.

Organisations have a duty under the Equality Act 2010 to make reasonable adjustments where a disabled person is placed at a substantial disadvantage in comparison with non-disabled people. This duty involves three broad requirements for mitigating or removing disadvantage, including changing the way things are done by the organisation, changing the built environment, and providing auxiliary aids and services.

The Council will consider all requests for reasonable adjustments, and will aim to anticipate potential areas for disadvantage which may require the availability of reasonable adjustments.

Reasonable adjustments will be made for anyone who requires them, and will be made on a case-by-case basis dependent on the specific needs of an individual.

The Council will ensure that the opportunity for individuals to request any reasonable adjustments they may need is provided when reporting repairs or when arranging an appointment or inspection.

The Council will maintain records of any reasonable adjustments which are required by, or have been put in place for, any tenant or a member of their household with respect to repair and maintenance services, to both ensure that future repair or maintenance operatives are aware of and observe these needs, and inform other Council housing officers who may need to attend to the property for other reasons of the potential need to observe reasonable adjustments.

For accessible versions of this policy, please contact us using the details provided in section 26 '*Further Information and Accessibility*'.

21.3. Vulnerable Persons

The Council will take a robust and person-centred approach to respecting and safeguarding vulnerable persons when delivering its repairs and maintenance services.

Vulnerability can cover a range of circumstances, and many persons will experience some form of vulnerability at some time in their life.

The word 'vulnerable' is an imperfect term, with varying understandings, definitions, and applications. For the purposes of this policy and delivering repair and maintenance services, a vulnerable person could be understood as someone for whom any one or more of the following apply:

- They require additional support, adjustments, or safeguarding due to a protected characteristic under the Equality Act 2010 or in-line with the Care Act 2014;
- They require additional support or protection due to the actual, or potential for, abuse, neglect or coercion, possibly by a member of their household;
- They are able to live independently but are at a greater risk of harm, abuse, or coercion, than most other persons;
- They experience difficulties with everyday living which most people do not experience, due to financial, educational, psychological, behavioural, social, linguistic or communicative differences, including developmental differences, despite or regardless of efforts to cope with these difficulties or differences.

Council operatives are provided with a suite of training to help them to recognise, safeguard, and work with any vulnerabilities of tenants which they come across, and how to report or raise any concerns through appropriate channels. For more information, please see section 20 '*Customer Care and Experience*'.

22. Enforcement and Legal Action

The Council may take any enforcement or legal action it deems appropriate or necessary.

Action may be taken to enforce compliance with legal or contractual obligations, remedy breaches of tenancy or leasehold agreements, obtain damages or compensation, settle disputes, or for any other reason which the Council deems sufficient and appropriate.

Such action could include, but is not limited to, obtaining a warrant or an injunction, undertaking possession proceedings, applications made under the Environmental Protection Act, or recourse to any other enforcement or legal action or relief to which the Council may be entitled.

The pursuance of enforcement or legal action will be undertaken on a case-by-case basis, based on the merits of individual circumstances, and in-line with the requirements of any relevant Council policies or agreements. Action may be taken in conjunction with other Council services or departments.

In the event of legal proceedings, the Council may seek an order from the court that the tenant or leaseholder must pay the costs of and incidental to any such action.

Any and all action taken by the Council to secure access to a residential dwelling will be considered and managed in-line with the Council's *Housing Access Policy*.

Any and all action taken against tenants with respect to the issuing and enforcing of recharges, including penalty charges, as outlined or mentioned in this policy will be considered and managed in-line with the Council's *Rechargeable Repairs Policy*.

A leaseholder may be liable for enforcement or legal action where they have failed to comply with a notice issued by the Council requiring them to complete necessary maintenance or repair works to their flat. In this event the Council may undertake the works in default, and recharge the associated costs to the leaseholder.

23. Quality Control, Performance Monitoring, and Review

The Council is committed to maintaining a high standard of quality in the delivery of repairs and maintenance services. To ensure that this ambition is realised, the Council will put in place various measures to monitor and control the quality of repair and maintenance works it undertakes or procures. Any such measures may be reviewed or altered by the Council

from time to time to reflect the key priorities or any particular objectives of the Council.

A key component of ensuring quality relates to the inspection of undertaken works. Therefore, the Council will conduct post-inspections of a random sample of completed repairs or maintenance works in order to evaluate the quality of these works and confirm that the high standards required by the Council are being met.

Other methods of quality control the Council will use to ensure top-quality repairs include robust contract management practices, setting out clear standards in contracts, and utilisation of recall codes which enable the Council to highlight poor workmanship and monitor issues where we have not completed repairs right the first time.

Quality control is not just limited to the material standards of repair or maintenance works but also concerns the quality of the personable aspects of service delivery, including the clarity and convenience of communication, the conduct of Council staff and contractors, and the satisfaction of tenants with the delivery of services. Therefore, the Council may utilise various methods to obtain feedback from tenants with respect to Council repair and maintenance services, including, but not limited to, post-completion surveys following the completion of works.

To promote quality control with respect to service delivery the Council will also aim to ensure that robust record keeping practices are in place and followed by all staff and involved parties. This includes ensuring that record keeping follows best practice guidance, and that information is recorded accurately and clearly on any IT systems utilised by repair or maintenance services personnel, including third-party contractors. Thereby, the Council also aims to ensure that tenants trust that their requests or issues are being dealt with competently by a joined-up service, mitigating the need for tenants to relay the same information multiple times to different parties, and so promoting a positive customer experience.

Further to matters of quality control, the Council will aim to ensure that it is delivering an excellent service through the wider monitoring of its performance. The Council will implement a robust and comprehensive framework to monitor and assess its performance with respect to repair and maintenance services, and the satisfaction of tenants utilising these services.

Any monitoring framework will include a range of key quantitative indicators and measures, and will utilise relevant and available data. Qualitative data collated from feedback, complaints, and compliments, will also form part of any monitoring framework.

The monitoring framework will be used to measure the Council's successes in achieving or promoting the key objectives of this policy, and will be reviewed regularly. The framework will also be used to inform reviews of Council policies, plans or procedures, and promote continuous learning and the continuous improvement of Council services.

Metrics, indicators, or measures utilised by the framework may be altered by the Council from time to time as the Council deems appropriate, especially where doing so is required due to new or changing repair or maintenance obligations, or where this helps the Council to achieve particular objectives.

This policy will be reviewed annually, or as required following the release of new or updated guidance, legislation, or regulatory standards affecting matters under the scope of this policy.

A record of changes made to this policy is reflected in *Schedule 1 'Document Control'*.

24. Information Governance and Data Protection

In order to carry out repairs and maintenance works, and provide related services, it is necessary for the Council to process personal data.

How the Council processes and protects personal data is covered in detail in the Council's [Primary Privacy Notice](#), alongside any service-specific privacy notices, such as the Council/Social Housing Privacy Notice and the Property Maintenance Privacy Notice, available on our website at our [Privacy notices for all council services](#) webpage.

25. Compliments, Complaints, and Claims

Where persons wish to make compliments or complaints to the Council with respect to any matter falling under the scope of this policy, these can be provided by the following means:

- Online by the Council's [complaints report form](#)
- By email to: complaints@wigan.gov.uk
- By phone to: 01942 827607
- By written letter posted to: Wigan Council, Complaints and Information Team, PO Box 100, Wigan, WN1 3DS (please include your full name, address and contact details in your letter).

We welcome all compliments which our tenants and leaseholders wish to make, and encourage these to be provided so that we can factor these into

any service or policy reviews we undertake and ensure that we continue to provide a service and policy which works for the betterment of our tenants.

Where tenants and leaseholders wish to make a formal complaint about the service they have received or the actions of the Council in delivering its services in-line with the requirements of this policy, they should utilise the Council's corporate complaints process, further information of how to access and use this service is provided online on our [Council complaints](#) webpages.

In the event that Council tenants or leaseholders, are looking to claim compensation or redress from the Council in relation to any matter falling under the scope of this policy, they should firstly consult, and do so in accordance with, the Council's '*Putting Things Right – Redress Policy*'.

For any disrepair claims, please refer to the Council's website for information about [Disrepair claims](#).

26. Further Information and Accessibility

For further information or questions regarding this policy, including for copies of the policy in alternative formats, please contact us using the following details:

- Email: repairsadminenquiries@wigan.gov.uk.
- Telephone: 01942 489005
- Postal Address: Wigan Council, Housing Repairs, PO Box 100, Wigan, WN1 3DS

Schedule 1 – Document Control

Version	Policy Governance Information	
1.0	Principal Responsible Officer:	Service Manager – Repairs and Maintenance
	Date Effective From:	DD/MM/YYYY
	Approved By:	Full Council
	Comments:	New policy to provide and govern the Council's strategic and operational approach to its repair and maintenance services and responsibilities across it's housing stock.

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Schedule 2 – Void Lettable Standard

Our promise to you is to ensure that your new council home comes at a high standard of safety, functionality and cleanliness - ready for you to move in.

This is our 'Void Lettable Standard' and we have developed this in consultation with our tenants. It explains the standard of accommodation that you can expect when taking a new tenancy with us. It also highlights the condition that we expect the property to be in when it is handed back at the end of the tenancy.

What can you expect from us as landlords?

General work to the property

- Carry out a gas check to ensure compliance with the gas installation and use regulations, and then issue a 'Landlords Safety Certificate' to you as the new tenant
- Carry out an electrical safety test in accordance with the current edition of the IEE regulations and then issue a safety certificate to you
- Remove all loose cables and wires, including alarm, phone extensions and former tenant's fittings
- Check all stop taps to ensure they are accessible and operational
- Take meter readings for gas, electricity and water
- Ensure a smoke detector is fitted and working
- Undertake an asbestos survey
- Undertake an EPC (Energy Performance Certificate) survey and then issue a copy of the certificate to you.

External work to the property

- All external walls will be free of major defects, graffiti or holes. If there are areas of walls which require pointing this will generally be undertaken on the cyclical maintenance programme
- Doors will be operational, correctly fitting and have a minimum of two keys per lock
- Windows will be operational, opening sashes will operate correctly and have locking window handles where required
- The roof will be wind and watertight. Fascias, gutters, rain water pipes will be clean and free from obvious defects
- Manhole covers will be level and securely fixed. Gullies will have grid covers fitted

- Gates and fences will be provided to the front gardens if required. Rear fencing is not provided or maintained unless the garden adjoins open land, road, waterway or footpath
- Gardens will be cut down to a manageable level and any overgrown trees or bushes pruned. Some trees may be subject to a Tree Preservation Order. In these circumstances advice will be sought and permission obtained before any works are undertaken
- All ponds will be filled in
- Former tenants' sheds and features may be left if they are sound and free from defect. It will become your responsibility, as the new tenant, to maintain them
- Debris and rubbish will be removed, including builder's rubble and surplus soil.

Internal work to the property

- The loft space will be clear of rubbish and fire breaks between adjoining properties will be intact
- The loft space will have the correct amount of insulation fitted across the whole of the loft area
- All water tanks, cylinders and pipework in the loft will be insulated
- Ceilings and walls will be free from visible major defects and will be free from graffiti
- Wall and ceiling coverings (wallpaper) will only be removed if extensive plastering works are required
- Internal doors and the door furniture will be operational
- Architraves and skirtings will be complete
- Floors will be sound and secure; floorboards will be free of major defect
- Staircases and handrails will be securely fitted; treads will be free of splits and cracks
- Sanitary ware will be clean and fit for purpose. Taps and plugs will be checked for function
- Kitchen worktops and units will be functional with inset sinks and pillar taps. Gas and or electric points will be provided to the cooker space where possible
- Washing machine points will be provided where possible

- It is the tenant's responsibility to connect cookers and washing machines to the supply provided. Gas connections must be undertaken by a registered Gas Safe engineer
- The property will be inspected for dampness and condensation related mould growth. Areas of mould growth will be treated
- Polystyrene ceiling tiles and covings will be removed
- Adaptations will be checked to ensure they are operational.

Will the property be cleaned?

Yes. On completion of the re-let repairs, the property will be cleaned by the builder to remove any obvious stains or residue caused by the works. The cleaning will include:

- Sweep or mop all floors as appropriate
- Wipe down all internal woodwork
- Clean the glazing internally including the window frames
- Wash down all kitchen surfaces and units
- Clean and disinfect all sanitary ware - baths, showers, wash hand basins and toilets
- Clean all electrical sockets, switches and fittings
- Wipe down and clean behind radiators
- Remove any mail, packaging or rubbish and check the refuse bin is empty
- Sweep the front path or communal entrance.

Former tenants' improvements or alterations

Any alterations will be checked and if in good condition and free from defect will be left in place. Repairs will be carried out on these items, however should this be uneconomical or they will require replacement at some future time, the item will be removed.

On sign up you will be informed of what items are being left in the property. Curtains and carpets may also be left in the property if they are in good condition and you wish to keep them.

Please note, some works considered not to be detrimental to you moving into your new home will be completed by appointment when the tenancy starts e.g. garden clearance and external repairs. Some works may only be identified when you have moved into your new home e.g. plastering. These works will be undertaken by appointment when the tenancy begins.

Standards that YOU must maintain

- You will arrange utility suppliers and pre-paid meter cards, if appropriate, when you move into your new home. You will be informed when you sign up for the tenancy the type of meters in the property and who to contact
- You will maintain your home to this lettable standard
- If you want to make any improvements or alterations to your home, then you will need to get consent from us before you carry out any works
- If you end your tenancy, the property will be returned to us in a condition that meets the lettable standard. We have a recharge policy and if it is not this standard and a repair is needed because you, your family or a visitor to your home has caused damage or if you have neglected your home, we will charge you for the cost of the repair, plus VAT at the current rate and an administration fee.

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Schedule 3 – The Right to Repair Scheme

Under the Right to Repair scheme, as provided for by The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, provides a framework under which qualifying tenants of local housing authorities are entitled to have certain repairs resolved within prescribed timescales.

Where a tenant reports a repair and the Council confirms that this is a qualifying repair, the Council must issue a repair notice to a contractor to undertake the repair within a specified timescale, as prescribed by the Regulations. This is known as the 'first prescribed period'.

If the contractor does not complete the work, the tenant must contact the Council again and inform them of the continuing disrepair. In these circumstances, the Council must, where it is reasonably practicable, then issue a second notice to another contractor to undertake the work within a specified timescale, as prescribed by the regulations. This is known as the 'second prescribed period'.

If the repair is not completed by the end of the second prescribed period, the tenant may be eligible for compensation.

The prescribed timescales for the purposes of the Right to Repair scheme are as given in the below table, and are accurate at time of publication of this policy. To view the current prescribed timescales prescribed by the Right to Repair scheme, please consult: www.legislation.gov.uk.

Defect	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 31st October and 1st May	1
Total or partial loss of space or water heating between 30th April and 1st 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 bannister or hand rail	3
Rotten timber flooring or stair tread	3
Door entryphone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

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