



# Repairs and maintenance policy

2025 - 2028

## Version Control

Version	Revision Date	Author: Job Title	Change Description
1.0	September 25	Group Director of Property	New draft Policy
1.1	October 25	Group Director of Property	Resident consultation
1.2	November 25	Group Director of Property	Update Policy including resident feedback from consultation
1.3	November 25	Group Director of Property	Present draft to Executive Leadership Team
1.4	November 25	Group Director of Property	Present to HOMES Board seeking approval
1.5	December 25	Chief Operating Officer	Present to Group Board seeking approval
1.6	January 26	Group Director of Property	Conclude consultation with residents
1.7	March 26	Head of Communication	Upload policy to website

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### Related emh policies

- A. Void Management Policy and Relet (Void) Standard
- B. Gas Servicing & Maintenance Policy
- C. Fire Safety in Housing Policy
- D. Electrical Safety Policy
- E. Asbestos Policy and Management Plan
- F. Water Hygiene & Legionella Safety in Housing
- G. Lift Safety Policy
- H. Damp and Mould Policy
- I. Aids and Adaptations Policy and Procedure
- J. KPI Framework and Continuous Improvement Scheme
- K. Disrepair Policy
- L. Vulnerable Residents Policy
- M. Pests and Infestations Policy

# 1. Purpose and scope

## Purpose

- 1.1. Our Repairs & Maintenance Policy sets out the effective and efficient arrangements we have in place so the homes we provide are kept in a good repair, well maintained, safe and secure. This policy helps ensure we meet our legal obligations as set out in housing and health and safety laws, our tenancy agreement requirements, and the requirements of the Regulator for Social Housing (RSH).
- 1.2. This policy provides clarity about our role and responsibilities as a social landlord for the repair and maintenance of the homes we provide. It reinforces how repairs and maintenance supports the protection of customers' health and wellbeing.

## Scope

- 1.3. The policy covers how we will:
  - Meet all applicable legislation and regulations in delivering our repair and maintenance work
  - Meet our landlord obligations, relating to health and safety and building safety
  - Make sure our repairs and maintenance help support our aim of providing homes that meet or exceed minimum Regulatory Standards, including the Decent Homes Standard and Consumer Standards
  - Provide a responsive, effective and efficient day to day repair service to customers, including emergency out of hours repairs
  - Meet applicable legal and contractual requirements, as set out in our tenancy agreements, including the Right to Repair
  - Support our approach to repairs and maintenance through a range of cyclical compliance activities, planned preventative and planned improvement works
  - Repair and maintain aids and adaptations
  - Manage customer repair responsibilities, including Rechargeable Repairs
  - Consult, involve and engage customers so our repairs and maintenance service meets their priorities and expectations, is accessible and accountable and meets the diverse needs of customers
  - Monitor and evaluate works and expenditure against targets and Key Performance Indicators.
- 1.4. The policy supports and complements our Asset Management Strategy which has these strategic aims:
  - Maintaining our housing stock in a safe and decent condition
  - Preserving its asset value
  - Meeting our statutory and contractual requirements as a landlord.
  - Meeting the service standards set out by government and our regulator
  - Achieving the standards we have agreed with our customers
  - Links to the emh homes financial plan and our development strategy.
- 1.5. The policy applies to all properties we own, lease or manage and all (including Care and Support properties) work undertaken on these properties on our behalf for which we have responsibilities. It applies to all employees and contractors undertaking work on emh's behalf and anyone likely to be put at risk from work on these properties.

## 2. Background

2.1. Our customers appreciate and rely on the repair and maintenance work we carry out on their homes. The repairs service is consistently rated as the most important service they receive from us as their landlord. Recognising our role as a social landlord, we are committed to:

- Making the repairs and maintenance we carry out a corporate and strategic priority, ensuring repairs and maintenance is an investment in the housing properties as well as a service to customers
- Delivering a good quality, responsive, repairs service that seeks to keep homes safe and free from hazards such as damp, mould and items of disrepair
- Minimising the call on our repairs service by designing and delivering well planned, targeted programmes of cyclical preventative and planned maintenance
- Involving and engaging customers in the design and operation of our repairs arrangements to ensure we provide an accessible, accountable service that meets their needs
- Ensuring a value for money approach is embedded across all our repair activities and processes
- Ensuring repairs colleagues and contractors have the right skills, capacity and resources to do the best job they can
- Understanding and continually improving our performance in carrying out our repairs work.

2.2. To meet these commitments our repairs service is underpinned by a set of key principles and commitments:

### **Creating and maintaining a vibrant repairs culture**

- Recognising repairs both as an investment in the property as well as a critical service that's valued by customers
- Clear, strong leadership, supported by integrated, collaborative teams
- Effective partnership working between housing, assets and repairs colleagues, operatives, contractors and customers that respects responsibilities
- Valuing and investing in our colleagues, recognising the contribution they make to our service.
- Creating a people-centred culture which reflects the diverse needs of our customers, including any vulnerabilities

### **Right every time: achieving a consistent repairs business process that ensures a high quality, reliable service**

- Well organised, streamlined systems that drive productivity, reliability, and consistency of service
- Understanding, measuring and acting on what is important for the housing assets and customers
- Delivering the best outcomes and outputs for customers, properties and emh

**Effectively engaging with customers to design, measure and monitor service levels and costs that compare well with benchmarks**

- Minimising duplication of effort and 'failure demand' to enable more value investment in homes
- Using durable materials that improve and extend building and component life whilst providing more reliable homes for customers
- Involving customers in discussions to define value and cultivating a consensus around repairs and maintenance priorities

### **3. Legislation**

3.1. It is critical that our repairs service complies with all relevant legislation and regulations. Main items of legislation include the:

- Homes (Fitness for Human Habitation Act) 2018
- Landlord and Tenant Act 1985
- Housing Act 2004
- Housing Health and Safety Rating System 2006
- Social Housing (Regulation) Act 2023 (incorporating Awaab's Law)
- Gas Safety (Installation and Use) Regulations 1998
- Management of Health and Safety at Work Regulations 1999
- Defective Premises Act 1972
- Health and Safety at Work Act 1974
- Building Regulations Act 1984
- Control of Asbestos Regulations 2012
- Equality Act 2010.

#### **Awaab's Law**

3.2. From 27 October 2025, social landlords are legally required to address damp and mould hazards within fixed timescales and address all emergency hazards within 24 hours (whether they relate to damp and mould or any other hazards).

3.3. In 2026, the requirements will also apply to a wider range of Housing Health and Safety Rating System (HHSRS) hazards. These additional hazards include excess cold and excess heat, falls, structural collapse, fire, electrical and explosions, and hygiene hazards.

3.4. In 2027, the requirements extend further to apply to all HHSRS hazards (excluding overcrowding).

### **4. Delivering day-to-day responsive repairs**

4.1. We will use our resources effectively and efficiently to provide a good quality responsive day-to-day repair service that meets the needs and expectations of customers at a cost that represents value for money.

- 4.2. We will deliver a repairs service centred on outcomes for customers with a focus on:
- Delivering a good quality, effective repair service that meets customers' needs and expectations, evidenced by customer feedback and levels of satisfaction
  - Ensuring everyone involved in delivering the repairs service has the right skills, qualifications, capabilities and resources
  - Providing an accessible and accountable repair service that responds to the diverse needs of our customers
  - Continually striving to understand and improve our performance.

### **What are Responsive repairs?**

- 4.3. Responsive repairs are those carried out when components fail, and which cannot wait to be undertaken under a cyclical, planned or improvement programme. They include repairs to fix or replace items such as plumbing/sanitary equipment, door/window fittings, heating appliances, electrical fittings etc.

### **How can repairs be reported?**

- 4.4. Customers can request a repair by:
- Calling the freephone Contact Centre number
  - Through MyHome online
  - Email, including through the website
  - Personal visit to emh's Head Office
  - Informing staff on site (supported and extra care schemes only)
- 4.5. Normal working hours for reporting repairs are 8am to 4pm weekdays (but from 10am on Tuesdays).
- 4.6. We will raise a job on the repairs IT system when a repair request is received
- 4.7. To help improve levels of customer service and reduce pressure on the Contact Centre, an emh customer portal will enable an increasing number of repairs to be reported by 'self -serve' methods. New IT capabilities will improve the arrangements for customers to provide photos or video footage to help illustrate the repair requirement and aid diagnosis of the works needed, as well as the ongoing development of a diagnosis tool.

### **Repair priorities**

- 4.8. We prioritise repairs based on how urgent they are based the level of risk to customers' health and safety or property damage. This helps ensure we deliver an efficient and cost-effective service.
- 4.9. We set repair priority groups to meet legal and regulatory requirements, to follow best practice, and to reflect involved customers' feedback. We will tell customers when they book a repair which priority it has been given.
- 4.10. With the introduction of **Awaab's Law** from 27 October 2025, we are legally required to:
- Investigate any potential **emergency hazards** and, if the investigation confirms emergency hazards, undertake relevant safety work as soon as reasonably practicable, both within 24 hours of becoming aware of them

- Investigate potential **significant hazards** relating to damp and mould within 10 working days of it being reported to us
- Provide a **written summary** of the investigation to tenants, which must be issued within 3 working days of conducting the investigation. The summary should include:
  - Whether or not the investigation identified a significant or emergency hazard, and what the hazard is
  - If action is required under the Regulations, the summary must specify:
    - what that action is; and
    - a target timeframe for beginning and completing that action.
  - If no action is required, the written summary must specify:
    - that there is no action required under the Regulations
    - the reasons why there is no action required under the Regulations
    - information on how to contact the social landlord.
- If the investigation identifies a significant or emergency hazard, we will carry out relevant safety work within 5 working days of the investigation ending
- Begin, or take steps to begin, any further required works within 5 working days if the investigation identifies a significant or emergency hazard. If steps cannot be taken to begin work in 5 working days this must be done as soon as possible, and work must be physically started within 12 weeks
- Satisfactorily complete works within a reasonable time period
- Secure the provision of suitable alternative accommodation for the household, at the social landlord's expense, if relevant safety work cannot be completed within specified timeframes
- Keep the named tenant updated throughout the process and provide information on how to keep safe
- Extend these requirements to other HHSRS hazards beyond damp and mould from 2026 and 2027.

4.11. To meet the requirements and expectations of us as a social landlord, our repair priority times are:

<b>RESPONSE TIMES FOR RESPONSIVE REPAIRS</b>		
<b>Priority 1</b>	<p><b>Emergency</b></p> <p>An emergency repair is a fault or failure that poses an imminent or significant risk to a tenant's health, safety, or security, or that could cause significant damage to the property if not attended to immediately.</p>	<p><b>To be <u>addressed</u> within 24 Hours</b></p> <p>(this includes investigating and addressing potential emergency hazards under Awaab's Law)</p>
<b>Priority 2</b>	<p><b>Urgent</b></p> <p>An urgent repair is often a partial fault or failure. Whilst not an immediate emergency, it requires a quick response to address a</p>	<p><b>To be <u>addressed</u> within 5 Working Days</b></p>

	<p>moderate risk to a tenant’s health, safety, or security, ongoing discomfort or inconvenience, or to prevent further damage to the property.</p>	
<p><b>Priority 3</b></p>	<p><b>Awaab’s Law potential significant hazard inspection</b> (for Damp &amp; Mould from October 2025 and other hazards from 2026 and 2027).</p>	<p><b>To be inspected and attended to within Awaab’s Law timescales:</b></p> <ul style="list-style-type: none"> <li>• Inspection carried out within <b>10 working days</b></li> <li>• Provision of a written summary of the investigation to tenants issued within <b>3 working days</b> of conducting the investigation</li> <li>• Undertake relevant safety work within <b>5 working days</b> (though the issuing of a follow-on Priority 2 repair order), and carry out emergency repairs <b>within 24 hours</b> (through the issuing of a follow-on Priority 1 repair order)</li> </ul>
<p><b>Priority 4</b></p>	<p><b>Routine</b></p> <p>A routine repair is a non-emergency or urgent repair that is not causing a serious health or safety risk and does not require early attention to prevent inconvenience to the tenant or further damage to the property. These repairs can be scheduled over several weeks.</p>	<p><b>To be <u>addressed</u> within 28 Working Days</b></p>
<p><b>Priority 5</b></p>	<p><b>Responsive Planned</b></p> <p>A responsive planned repair usually involves a larger scale repair, replacement or renewal of a component that might typically be carried out under a longer-term planned programme but has been assessed as being needed sooner. It may require parts or components that require manufacture and/or need more time to organise.</p>	<p><b>To be commenced and completed within 60 Working Days</b></p>

**Our definition of ‘addressed’**

4.12. By ‘addressed’ we mean that:

- An operative has attended, made safe as needed, and either:

- Fully rectified/resolved or repaired
- Made a temporary repair, with follow-on works booked in and appointment made to re-attend

OR

- The job has been inspected and either:
  - A follow-on works order has been issued and the tenant advised of the details
  - It has been determined that no works or further action is necessary, and the tenant has been told why.
  
- Where a full repair has not been made, a risk and vulnerability assessment has been carried out to determine if any additional temporary measures are needed (e.g. provision of temporary heating, decanting of the property or giving of other support or advice).

### Types of repairs and timescales

4.13. The main types of repairs and the timescales we have agreed and have in place with our Internal Maintenance Service and partner contractors are as follows:

<b>Priority 1: Emergency Repairs</b>	
<b>Loss of essential utilities</b>	Total loss of light and/or power, heating, hot water, or water supply
<b>Serious plumbing issues</b>	Burst pipes, uncontrollable leaks that could cause flooding, blocked drains that could cause flooding, loss of sole WC facility
<b>Electrical hazards</b>	Live or bare electrical wires, electrical fittings in contact with water
<b>Structural damage</b>	Serious roof leaks or structural failures that could cause immediate danger
<b>Prevalent damp and mould</b>	Damp and mould that is having a material impact on the health of a customer, for example their ability to breathe
<b>Serious security issues</b>	Insecure front door or windows, especially if a door cannot be locked or there's a risk of forced entry, hazardous broken glazing (board and make safe)
<b>Lift breakdowns</b>	If the breakdown poses a safety risk, notably where someone is trapped in the lift or a customer cannot safely use the stairs

<b>Priority 2: Urgent Repairs</b>	
<b>Partial loss of essential utilities</b>	Partial loss of lighting or power, heating, hot water, or water supply
<b>Significant plumbing issues</b>	Containable leaks, slow-running drains, broken tap, loss of secondary WC facility
<b>Significant electrical issues</b>	Repairs to water damaged electrics, lighting failure in one room
<b>Structural issues</b>	Containable roof leak
<b>Damp and mould remedial work</b>	Relevant safety work within 5 working days of an investigation concluding, if the investigation identifies a significant or emergency hazard.

<b>Security issues</b>	Broken glazing that doesn't present a hazard or security issue,
<b>Lift</b>	If the breakdown doesn't pose a safety risk and if all customers can safely use stairs

<b>Priority 4: Routine Repairs</b>	
<b>Plumbing</b>	Minor plumbing repairs (e.g. drips, faulty but working taps)
<b>Electrical</b>	Routine wiring repair (non-dangerous wiring), repair or replace light fitting
<b>Building</b>	Non-urgent roof/chimney and gutter repairs, general repairs to walls, plastering and brickwork (minor cracks to plaster are customer's responsibility)
<b>Joinery</b>	Other window/door repairs, non-urgent loose banister or handrail,
<b>Lift</b>	If working and safe, but requires repairs/maintenance

<b>Priority 5: Responsive Planned</b>	
<b>Plumbing</b>	Replacement of WC, basin, sink or bath/shower facility
<b>Electrical</b>	Replacement of consumer unit or wiring
<b>Building</b>	More significant repairs and rebuilding of walls, structural repairs (including non-urgent damp and mould remedial work) and fencing
<b>Joinery</b>	Replacement window/doors
<b>Lift</b>	Replacement of lift components

### **Vulnerabilities and at-risk groups**

- 4.14. Recognising our responsibilities as a social landlord, including under Awaab's Law, we are committed to providing inclusive, equitable, and accessible services that are embedded throughout the customer journey. Our **Inclusive Access Procedure** supports the commitments in the emh **Vulnerable Residents Policy** and is underpinned by the Customer Data Management Policy and Process (in development). This ensures that reasonable adjustments are made proactively and consistently, enabling all customers to access services fairly and for repairs to be addressed in an appropriate timescale that reflects their individual needs. This may mean raising the urgency level of some repairs based on a vulnerability and risk assessment.
- 4.15. Therefore, if a customer or member of their household is less mobile (perhaps because of advanced age or a disability), the household contains a young child/baby or is otherwise 'vulnerable' then some types of repairs may place greater risks. These situations will be identified on the housing system and/or picked up when the repair is first reported. Some repairs will then be attended to more quickly than the usual timescales. Further details on the service adjustments emh may make can be found in the **emh Vulnerable Residents Policy**.

## Appointments

- 4.16. We will operate an appointment system that aims to strike an appropriate balance between efficiently organising the works and ensuring convenience for customers. We will aim to make appointment arrangements on the first contact with the customer if we can, or on a follow-up call within 4 hours. We use **four** appointment categories:

<b>Appointments</b>	
<b>The following slots will be offered both for initial appointments and for any subsequent follow up appointments that may be necessary.</b>	
AM – between 8am and 12pm	Monday to Friday
PM – between 12pm and 4pm	Monday to Friday
All day – between 8am and 4pm (Used when a job may require a full day to complete the work)	Monday to Friday
School run – avoid school run	Monday to Friday
AM – between 8am and 12pm	Saturdays

- 4.17. If a customer requires a more specific time, then a tailored appointment may be possible. We will always try to accommodate such requests where there is a genuine requirement.

## Out of hours emergencies

- 4.18. We will have arrangements in place for attending to emergency repairs outside of normal office hours where there is a serious and immediate risk to people or property. The purpose will be to address the hazard or failure, completing a straightforward repair where this can be done quickly. In many cases, we will assess the situation and make the property safe and secure, and return within our normal timescales to carry out a full repair.

## Pre-inspections

- 4.19. Sometimes we will require a pre-inspection and a visit by one of our surveyors before the repair can be arranged. These are where the scope of the job cannot be determined or if the diagnosis given by the customer is not detailed enough. Examples may include damp-related problems and re-plastering. An appointment will be made if necessary for access, with the aim of carrying out the pre-inspection within 10 working days and reporting back to the customer on next steps within 3 working days of the inspection (in the prescribed form in relation to damp and mould reports), and within 5 working days for all other issues.

## ‘Right First Time’

- 4.20. We recognise that levels of efficiency and levels of customer satisfaction are maximised by repairs being completed on a ‘first time fix’. By this we mean a repair

being completed satisfactorily during the initial visit by the operative, without needing to return due to incorrect diagnosis or lacking the necessary skills, tools, or parts.

- 4.21. We aim to maximise the number of repairs completed Right First Time and will set a performance target to help achieve this goal. Our approach to 'first time fix' will be supported by ensuring a good availability of 'van stocks'.

#### **No access**

- 4.22. Where access cannot be gained to undertake a pre-inspection survey or repair, we will take appropriate measures including:
- Carding the customer, asking them to get in touch to rearrange a visit
  - Telephoning the customer to rearrange the visit
  - Writing to the customer, requesting that they contact us to rearrange a visit
  - Sending a surveyor out to inspect in instances where the customer's original repair report suggests a potentially hazardous situation.
- 4.23. If we cannot contact the customer, we will assess whether the pre-inspection survey or repair should be cancelled. A risk assessment will consider:
- The seriousness of the reported issue or repair, with reference to any potential significant hazards to the tenant, neighbours or the property
  - Any recorded vulnerabilities of the tenant or other members of their household.
- 4.24. Where the risk assessment determines there are no suspected significant hazards or known vulnerabilities then the repair inspection or repair will be cancelled, and the tenant advised in writing (email or post). However, if significant hazards are suspected or there are known vulnerabilities then further concerted efforts will be made to gain access, with the extent of these further steps determined by the level of assessed risk.

#### **Completing repairs**

- 4.25. Our aim is to address all repairs within the published timescales. To help do this, we will have systems in place that help support us to proactively monitor the progress and completion of jobs. In line with our definition of 'address' we may mark a job as complete once it is made safe, even if further work is needed.
- 4.26. If the repair cannot be fully completed on the first visit, then customers will be given a '*what happens next card*' providing the reason and a timescale/appointment for when the repair is likely to be completed.
- 4.27. However, on some occasions, it may not always be possible to address or complete jobs within our target time, such as if parts need to be ordered, if repairs are more complex, resource issues arise, or if they are dependent on other organisations or suppliers. Where repairs are out of time, we will flag these jobs as being 'in jeopardy'. This means the repairs team will take a proactive approach to managing the addressing or completion of the repair.
- 4.28. In some cases, outstanding repairs will be dealt with by the Service Resolution Team who will appoint a case officer whose role is to coordinate the effective management of the repair until it has been satisfactorily addressed or fully completed.

- 4.29. Sometimes, an outstanding repair may affect a household's health, safety, comfort or convenience. Examples include lack of heating and/or hot water, roof leaks into bedrooms, water leaks and flooding, and severe cases of damp/mould. In such circumstances, we will take additional steps to ensure people's continuing safety and wellbeing. This includes measures like temporary heating to enable people to remain in their home, or decanting people out of their home until works have been completed and covering the reasonable costs of doing so.

### **Quality inspections**

- 4.30. We will carry out a follow-up inspection after some repairs have been completed to ensure they have been done to a satisfactory standard and that the work is effective and lasting. These inspections will be triggered by factors like high repair costs, customer concerns and recurring issues, and can be conducted on-site or through a "desktop" process using data and images. The primary goal is to maintain property quality, uphold customer satisfaction, and ensure compliance with housing standards and legislation. We expect to carry out follow-up inspections on around 10% of jobs.

## **5. Repair responsibilities**

- 5.1. As landlord, emh is responsible many of the repairs needed to the outside and inside of homes and properties. This includes keeping homes safe, secure and waterproof.

Our repair responsibilities fall into four main types:

- The building structure – the roof, walls, windows, doors, gutters, downpipes, and drains
  - Essential facilities – the heating, cold and hot water, electrical wiring, plumbing, mechanical ventilation, kitchen, toilet and bath/shower
  - The internal structure – keeping the inside walls, doors, floors, ceilings and steps/stairs of your home structurally sound, and free from damp and disrepair
  - Communal areas – the shared entrance, hall, stairs, landing, lighting, and lift and door entry facilities in flat blocks.
- 5.2. Our policy is for it to be easy and free of charge to report repairs to us, to check about whose responsibility something might be or to raise any issues with us.
- 5.3. Under the tenancy agreement, tenants also have responsibilities including to:
- Carry out some items of minor maintenance, keep the garden, terrace or balcony tidy, free from rubbish, and ensure they do not cause the home to become unsafe. This includes tasks like replacing light bulbs, keeping drains clear (unless caused by a fault), mowing the grass and other garden maintenance, picking up and disposing responsibly of litter/rubbish.
  - Prevent damage caused by neglect or misuse (where this happens tenants may be charged) and insure their own possessions (emh recommends tenants take out home contents insurance in case belongings become damaged).
  - Carry out repairs necessary to any items or equipment tenants have installed in their home. However, if we need to carry out an emergency repair on any items or equipment tenants have installed, for example due to safety or property concerns, tenants may be charged for the repair.

- Report repairs promptly to emh, allow emh reasonable and timely access to carry out repairs, and let us know about any issues or concerns.

5.4. The full schedule of repair responsibilities is provided at Appendix 1.

## **6. Leaseholder repairs**

- 6.1. Emh retains a range of repair and maintenance obligations for properties that have been sold as leasehold under the Right to Buy or Right to Acquire. These tend to be flats within multi occupancy blocks.
- 6.2. The terms of each lease will determine exactly which repairs we are responsible for, and which are the leaseholder's responsibility. However, in general, emh is responsible for repairing and maintaining the exterior and structure of the building and any communal areas (generally in the case of flats, not houses). These could include the roof, exterior walls, window frames (but not the glass), guttering, sewers and drains, external decoration, internal common areas, communal gardens, communal paths and communal parking areas. Accordingly, leaseholders will generally be responsible for repairing and maintaining the interior of the property including the internal walls and ceiling.
- 6.3. The lease permits emh to charge leaseholders for the cost of carrying out necessary works, either through the service charge and/or a one-off charge. We will not usually carry out works that are a leaseholder's responsibility. Leaseholders must not carry out works to the building or communal areas or instruct their own contractor to do so.
- 6.4. We are required by law to consult leaseholders prior to carrying out works if the cost is likely to be more than £250. We do this by issuing a Section 20 Notice. If we do not do this, the charge will be limited to £250. We are generally free to carry out repairs and renewals to our building as we feel is appropriate and leaseholders cannot refuse to have the works done. However, leaseholders do have the right to propose an alternative contractor to do the work.
- 6.5. There is an exception to this rule when we make an application to the Tribunal to dispense with the need to consult. The Tribunal can dispense with the consultation requirements in a particular case if satisfied that it is reasonable to do so. For example, where very urgent works are required (on the grounds of safety etc.) or it is difficult to obtain more than one estimate.

## **7. Rechargeable repairs**

- 7.1. Sometimes, customers will be charged for repairs that are not our responsibility as a landlord. In such cases, we will advise customers that the cost of the repair or reinstatement of the property is rechargeable to them. We will advise on available repayment options, including payment in appropriate instalments.
- 7.2. Rechargeable repairs are those which:

- Have become necessary due to neglect, carelessness or misuse or deliberate action on the part of the customer or any other individual knowingly allowed into the property
- Are required for reasons beyond normal wear and tear.

By normal wear and tear we mean the expected and natural decline in the condition of a property resulting from ordinary use over time. It includes minor issues such as faded paint, worn carpets, and small scuffs on walls. In contrast, damage refers to harm that goes beyond normal wear and tear. This can include broken windows, large holes in walls, or severe stains on carpets. Damage is typically caused by negligence, misuse, or intentional actions by the tenant or their guests.

- 7.3. We will let customers know as soon as possible if a repair is identified as rechargeable. Ideally, this should be when the repair is first reported, then followed up in writing (by email or letter), advising of the approximate value of the recharge. However, sometimes the nature or cause of the issue may not be diagnosed until the operative visits. Unless emergency repairs are necessary, we will not carry our repairs we believe have been caused by wilful damage until an agreement to recharge for the costs has been made. We may agree a reasonable payment plan depending on a customer's financial circumstances.
- 7.4. Where a customer wants to carry out works themselves, they may do so by applying and gaining our permission. Works will have to be to an acceptable standard. We reserve the right to undertake any work ourselves and may recharge the customer for the full cost of carrying out the repair. Where works are unauthorised, we may seek to instruct the customer to remove and/or reinstate the property to its original state, recharging costs as appropriate.
- 7.5. We will seek to take a fair and consistent approach to rechargeable repairs and to recovering costs. We will offer customers signposting to our Money Matters team if they need assistance or advice on paying for rechargeable repairs. An example of being fair and consistent would be considering individual circumstances, such as considering safeguarding needs or victims of domestic abuse.

## **8. Right to Repair**

- 8.1. Some tenancy agreements (those still in place from a previous local authority landlord) provide for the Right to Repair scheme. This is a right to expect repairs to be completed within set timescales under the terms of the Housing Act 1994.
- 8.2. This means that if a qualifying repair cannot be completed within an agreed timescale, the tenant has the right to request a second contractor to complete the work. Where the second contractor also fails to complete the work within the agreed time, emh will pay compensation to the tenant of the current applicable amount in line with the Right to Repair scheme.

### **Qualifying repairs**

- 8.3. Repairs that qualify for the Right to Repair are repairs to a tenant's home that do not cost more than £250 and which, if not carried out within a specified period, are likely to jeopardise the health, safety or security of the tenant or their household.

8.4. The Right to Repair does not apply in the following circumstances:

- The tenant has said that they no longer want the qualifying repair carried out
- Where the tenant has failed to provide details for the contractor to gain access to their home
- Access for an inspection or for the repair to be carried out has not been made available
- Where the contractor needs to order special parts to complete the repair
- When severe weather conditions prevent the contractor from completing the repair
- Under circumstances of an exceptional nature, which prevent the work being done, it would be unreasonable to expect the contractor to respond within the prescribed period. For example, where the contractor needs to order special parts to complete the repair or when inclement weather dictates that work cannot commence or be completed.

8.5. Customers will be given information about which repairs are covered by the Right to Repair and how long we must complete them given their relative urgency. In some cases, our own target timescales are shorter than the Right to Repair timescales.

Repair Needed	Timescale (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
Heating or hot water not working between 31 October and 1 May	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7

## 9. Compensation and complaints

9.1. We aim to provide an efficient repairs and maintenance service that meets the needs of customers. If you feel we have not met repair target timescales or have any dissatisfaction, you can make a complaint in any of the following ways.

- In person
- By phoning us on 0300 123 6000
- By emailing us at [complaints@emh.co.uk](mailto:complaints@emh.co.uk)
- Via our website, [here](#).
- By using your self-service portal, [here](#).
- Through another person, an advocate, social worker, solicitor, etc.
- By post to:

Complaints Resolution Team,  
Emh Memorial House,  
Stenson Road,  
Coalville,  
Leicestershire,  
LE67 4JP.

9.2. You can also contact the Housing Ombudsman:

Telephone: 0300 111 3000 between 9.15am & 5.15pm: Monday to Friday

Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

By post: Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ

Website: <https://www.housing-ombudsman.org.uk/>

- 9.3. Our Compensation Policy sets out clear information about how compensation payments for service failure are calculated. For example, for a failed appointment - where we have failed to keep an agreed appointment or attend within the agreed timescales without attempting to advise the customer in advance – we may pay £10 per appointment up to a maximum of £50.

## 10. Compensation for improvements

- 10.1. Assured or secure tenants may claim compensation for improvements they have carried out to their homes at the end of their tenancy. Prior permission must have been obtained for a 'qualifying' improvement. We will only refuse permission if we have a serious reason, for example, if we consider the work to be dangerous or that it might reduce the value of the property or affect the structural integrity. If any alterations are carried out without permission, this is a breach of the tenancy agreement, and we may require the home to be put back to the way it was. If the tenant refuses to do so, we may carry out the work and charge back the cost.
- 10.2. The claim can cover the cost of materials and labour. Claims under £50 will not be considered and the maximum amount payable is £3,000. Compensation is worked out based on the notional life of the improvement, divided by the cost of the improvement, minus the number of years left. E.g. Improvement costs £2,000 and notional life is 20 years, and the customer is moving out after 5 years.  $\frac{£2,000}{20 \text{ years}} = £100 \text{ per year}$ ;  $£2,000 \text{ cost} - £500 = £1,500 \text{ compensation}$ .

- 10.3. Claims for compensation for improvements must be made in writing between 28 days before the end of the tenancy or up to 14 days after the tenancy has ended. No compensation is payable on mutual exchanges. Original receipts or proof of financial transactions must be produced, and the improvement must still be in good condition and full working order.
- 10.4. Any outstanding rent arrears or sundry debts will be offset from any compensation payment. Payments can also be adjusted if undue wear and tear has been incurred or any other defects to the improvement exist at the end of the tenancy.
- 10.5. The list of eligible improvements and the notional life of these improvements is provided below:

Improvement	Notional life
Bath, shower, wash hand basin, toilet	12
Kitchen sink, work surfaces for food preparation, storage cupboards in kitchen or bathroom	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes, water tank or cylinder	10
Cavity wall or loft insulation	20
Draught proofing of external doors or windows	8
Double glazing or other external window replacement or secondary glazing	20
Rewiring or provision of power and lighting or other electrical fittings (including smoke detectors)	15
Any object which improves the security of the dwelling-house, but excluding burglar alarms	10

- 10.6. We will not usually take responsibility for carrying out repairs or for replacing fixtures, fittings etc. that have been installed by the customer. However, we will exercise discretion in implementing this approach, considering the reasonableness and appropriateness of carrying out repairs or replacements based on circumstances, including through a risk assessment of the situation.

## 11. Works to empty homes (void works)

- 11.1. This is the collective name for the range of clearance, cleaning, checks, repairs and component renewals that are undertaken after a tenancy has ended and prior to a home being re-let. Works are carried out in accordance with our **Relet (Void) Standard** and include clearance and cleaning of properties, health and safety 'compliance' checks, repairs to fix or replace faulty or damaged items, and replacement of more significant facilities such as kitchens and bathrooms if necessary. They may also include redecorating some or all rooms if needed to meet our Relet (Void) Standard.
- 11.2. Works to empty homes are categorised according to the level of work needed to prepare them for reletting. Routine Voids are those requiring normal levels of work whilst Major Voids are those requiring more significant levels of work and expenditure. We have target timescales for completing works within each category.

- 11.3. The detailed arrangements for undertaking void works are contained within the **emh Void Management Policy**.

## 12. Planned Maintenance

- 12.1. This is work that is carried out as on a programmed basis. It includes:
- Planned works programmes of component replacement, including items such as windows, doors, kitchens and bathrooms
  - Cyclical preventative maintenance to finishes and components to help prevent deterioration and prolong the life and durability of items such as timber, painted surfaces and UPVC items.
  - Cyclical inspection and testing of equipment and installations to comply with legal or best practice requirements ('compliance' works)
  - Major repairs programmes
  - Grant funded projects.
- 12.2. The detailed arrangements for planning and delivering our programmes of planned maintenance are contained within the **emh Planned Maintenance Policy**.

### Planned works programmes

- 12.3. Planned works involve the replacement or renewal of building elements or components due to them reaching the end of their life and include items such as kitchens, bathrooms, boilers, windows, doors, roof coverings etc.
- 12.4. We have developed and will continually update a 30-year programme of expenditure that meets the long-term investment needs of our houses. In line with the Asset Management Strategy, our planned maintenance and improvement works programme will secure economies by being flexible and pre-emptive, replacing components on a 'just-in-time' basis, before they require costly repairs. This means that each programme of works will be developed, shaped and informed by a range of factors:
- The investment requirements identified in stock condition surveys
  - Surveyor and operative judgements on prevailing conditions and serviceability
  - The priorities of current and future customers
  - The need to ensure that incremental and sustained improvements are made to the homes we provide, using superior quality items that are more sustainable, offer better value for money over time and improve the environment of estate and communal areas.
- 12.5. Our planned works programmes will be designed so they help minimise levels of current and future expenditure on responsive repairs and maintenance. Our more detailed approach to the long-term maintenance of the housing portfolio is contained in the **emh Asset Management Strategy**.

### Cyclical preventative maintenance

- 12.6. We have appropriate programmes of preventative maintenance in place for building finishes and components to help prevent deterioration and prolong the life and

durability of items such as timber, painted surfaces, and UPVC items. The value of this work is that it helps extend the period (lifecycle) before components need replacing or renewing, such as by treating or painting timber surfaces. It helps maintain the good appearance of buildings, such as redecoration of internal common areas, the cleaning of UPVC items, or helps keep items fully operational through maintenance tasks such as oiling metal moving parts.

12.7. Some maintenance tasks are carried out at fixed intervals, whilst others depend on wear and tear. For instance, communal areas to flats, sheltered accommodation common rooms, etc. may require painting at different intervals. The common areas that are subject to reduced traffic or wear and tear will not require decorating at the same frequency as other parts subject to heavier traffic. Therefore, whilst the painting and decorating programme may identify the decoration to internal stairs and common rooms, these will be inspected and assessed before any work is undertaken. Where work is not required, it will be re-scheduled for a future inspection within a suitable timescale.

### **Cyclical ‘compliance’ activities**

12.8. Our cyclical ‘compliance’ activities fall into several programmes requiring a visit to each property on different cycles or at different fixed time intervals.

12.9. The activities comprise the following main items:

<b>Cyclical Compliance Activity</b>	<b>Principal checks, testing and servicing</b>	<b>emh Policy Document</b>
Gas Safety	<ul style="list-style-type: none"> <li>• Servicing and safety check at least annually</li> </ul>	<b>Gas Safety Policy</b>
Fire Safety	<ul style="list-style-type: none"> <li>• Periodic inspection and testing of equipment including smoke detectors, fire detection systems, and emergency lighting.</li> <li>• Conducting and periodical review of Fire Risk Assessments (FRAs)</li> <li>• Fire drills are completed in line with the building’s fire strategy requirements.</li> </ul>	<b>Fire Safety Policy</b>
Electrical Safety	<ul style="list-style-type: none"> <li>• 5 yearly periodic inspection and testing of electrical installations</li> <li>• Annual portable appliance testing</li> </ul>	<b>Electrical Safety Policy</b> <b>Domestic Electrical Installation Condition Reporting Policy</b>
Lift Safety	<ul style="list-style-type: none"> <li>• Periodic inspection and testing of all lifting equipment,</li> </ul>	<b>Lift Safety Policy</b>

	including passenger lifts and stairlifts	
Asbestos Safety	<ul style="list-style-type: none"> <li>• Periodic inspection and ongoing management of asbestos in buildings</li> </ul>	<b>Asbestos Policy</b> <b>Asbestos Procedure and Guidance</b>
Water Safety	<ul style="list-style-type: none"> <li>• Periodic inspection and testing of stored water installations and 'at risk' water supply outlets</li> </ul>	<b>Legionella Policy</b>

12.10. We must legally complete certain safety checks annually, including gas, and may charge customers who repeatedly not allow us access to do so.

### 13. Service contracts

13.1. Service contracts include the range of estate management arrangements that need to be in place to ensure we meet the requirements and our obligations for maintaining communal areas and estates.

13.2. We will make sure service contracts are in place for:

- Regular grounds maintenance of communal areas
- Cleaning of communal areas.

### 14. Aids and adaptations

14.1. We are committed to facilitating and supporting independent living, by carrying out alterations to meet the special needs of individuals to enhance their lifestyle and where appropriate enable them to remain in their current home. We will work with relevant social services departments and other appropriate agencies to ensure funding is available to enable this to happen.

14.2. We will assist customers to secure aids and adaptations to their homes by:

- Helping identify what type of aids and adaptations might be most suitable, working as needed with specialist Occupational Therapists to determine individual's requirements
- Directly undertaking the work using emh's funds
- Helping them apply for a Disabled Facility Grant (DFG).

14.3. Aids and adaptations may include:

- Grab rails, door alterations, ramps, handrails, stair lifts etc
- Low access baths, provision of showers, lever taps, WC adjustments
- Alterations to kitchen units, raising electrical sockets and lowering switches.
- Stairlifts.

- 14.4. We will repair and maintain all aids and adaptations that are provided by emh or through a Disabled Facilities Grant. We will replace items at the end of their economic life provided they are still required.
- 14.5. When a property is relet, as part of the void works, we will remove any aids and adaptations that are not required by the new customer. We will repair, maintain, and replace as necessary any adaptations retained in the property.
- 14.6. In meeting the above objectives, we will provide a responsive service to customers who are or become vulnerable or who have special needs arising through disability or infirmity.
- 14.7. The **emh Aids & Adaptations Policy & Guidance** provides further details of the process.

## 15. Customer involvement

- 15.1. We will ensure tenants and leaseholders can actively shape and influence the services we deliver. This will help us develop and improve a customer-facing offering. Not only is this good practice, but it will also ensure we meet the expectations of the Regulatory Transparency, Influence and Accountability Standard. This requires us to give genuine consideration of customers' views so they can be at the heart of different levels of decision-making about the delivery of our services.
- 15.2. The emh What Matters Framework places the customer at the centre of all our strategies, policies, and service design. It serves as our guiding principle - our 'north star' - to ensure we consistently focus on what truly matters to our customers.
- 15.3. We will therefore engage with our involved customers to ensure they:
  - Have a voice and input to the repair and maintenance service so they can help make sure it is appropriately shaped around tenants' needs as customers
  - Have opportunities to question and discuss issues in relation to the service, to help us continually improve and tailor service delivery
  - Receive and have opportunities to scrutinise performance reports, including on responsive repairs, voids, cyclical and planned works, and levels of customer satisfaction
  - Can monitor and scrutinise any local standards and service improvement plans
  - Be involved in the development of specifications for programmes of work
  - Are enabled, encouraged and supported in monitor and scrutinising our strategies, policies, contracts and programmes of work
  - Have opportunities to be involved in contract selection and monitoring
  - Work with us to agree how best to engage more widely in ensuring all customers have an equitable opportunity to be involved in influencing and scrutinising strategies, policies and services, considering the diverse needs of customers.
- 15.4. We will communicate how customers' views have been considered in decisions about how services are delivered.

## 16. Customer service standards and meeting the diverse needs of customers

- 16.1. We respect the differing needs of customers in the delivery of our repair and maintenance services. We will act within emh's equality and diversity policies and ensure we meet the expectations of the regulatory Transparency, Influence and Accountability Standard. To meet these requirements, we will ensure we:
- Have a clear understanding of our customer community with regularly updated service user profiles
  - Ensure we have a thorough knowledge and understanding of the diverse needs of our customers, such as disabled people, older people and people from minority cultural backgrounds
  - Treat all customers with fairness and respect, adapting and tailoring services and communications to meet customers' individual and diverse needs. This includes vulnerable customers, such as people in order age groups or people with a disability, prioritising work as appropriate
  - Make customers aware of the different ways services are tailored to meet their needs.
- 16.2. We recognise that our Internal Maintenance Service and external contractors play a key role in delivering the high standards of customer service we seek. Therefore, we will set out to contractors the standards and behaviours we require and will work with contractors to help them meet our expectations.

## 17. Performance monitoring and accountability

- 17.1. We will measure our performance and benchmark against other social housing providers through a range of Key Performance Indicators (KPIs). These indicators will help drive continuous improvement.
- 17.2. The KPIs will include those required for regulatory reporting of Tenant Satisfaction Measures, as well as additional KPIs designed to support benchmarking and to help our own performance management priorities. This will include the number of complaints received and satisfaction with complaints handling.
- 17.3. The full definition and details for each KPI are set out in a KPI Framework.
- 17.4. Monthly performance below the KPI targets will be subject to a review and improvement plans put in place
- 17.5. We will adopt the principles of the Three Lines of Defence Model to manage the risks associated with our repair and maintenance work.
1. **Management controls and internal control measures:** Collectively, managers and staff who are responsible for identifying and managing risk will have the necessary knowledge, skills, information, and authority to operate the relevant policies and procedures of risk control.

2. **Functions to oversee compliance and manage risk:** we will ensure the policies, frameworks, tools, techniques and support are all in place to enable risk and compliance to be managed in the first line. We will monitor and assess how effectively we are carrying out the first line to help ensure consistency and measurement of risk.
3. **Independent assurance:** we will have internal audit processes in place to ensure that the first two lines are operating effectively and advise how they could be improved. This will report to the Executive Team and Board/s and will provide an evaluation, through a risk-based approach, on the effectiveness of governance, risk management, and internal control, as well as providing assurance to the Regulator for Social Housing.

## 18. Continuous improvement

- 18.1. We recognise the importance of ensuring continuous improvement in the operation and performance of our repairs and maintenance arrangements.
- 18.2. To achieve this, we will:
  - Review our Repairs and Maintenance Policy and all related policies on a regular basis, at least annually, to see if they remain sufficiently robust and effective, to meet the requirements of the regulatory framework, and in line with best practice
  - Actively monitor KPI performance and take action if it falls below target.

### Colleague training

- 18.3. We will ensure customer training supports the operation and management of all our repairs and maintenance arrangements.
- 18.4. Customer facing teams will be trained in working positively with customers to organise and communicate works effectively and to secure access to carry out work, as well as correctly escalating cases.
- 18.5. We will ensure colleagues are suitably skilled and qualified for their role. We will ensure they receive suitable training in technical and contract management skills so that our maintenance arrangements are managed to maximum benefit for emh and our customers.

## 19. Responsibility and review

- 19.1. The Head of Strategic Asset Management is responsible for the review and implementation of this Policy and its associated process.
- 19.2. This policy was first published on **DATE** and will be reviewed **every year**.