



Repairs Policy

Name	Reason for change	Date
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Approval process for current version

Presented to	Date	Outcome
Services Committee	8 June 2021	Approved

1. Introduction

- 1.1. Poplar HARCA's priority is to deliver a quality, value for money repairs service that meets the diverse needs of its residents.
- 1.2. We will make sure that services are available and accessible to all who are eligible to receive them, and that policies and procedures are applied consistently, impartially and equitably.
- 1.3. A **responsive repair** is day-to-day maintenance work to rectify a fault or damage to an existing component of a home. A responsive repair addresses works to maintain your home or a component in it, until the next planned replacement. A repair does not include replacing an item in its entirety, although a part may sometimes need to be replaced.

2. Regulatory standards, legislation and guidance

- 2.1. Poplar HARCA will repair and maintain homes in line with legislation and guidance including but not limited to:
 - Tenancy agreements and leases
 - Housing Acts 1988, 1996, 1998 and 2004
 - Landlord and Tenant Act 1985
 - Homes Act 2018
 - Defective Premises Act 1972
 - Building Regulations
 - Construction, Design and Management Regulations 2015
 - Health & Safety at Work Act 1974
 - The Management of Health & Safety at Work Regulations 1999

3. Responsibilities

- 3.1. Repairs are a shared responsibility, obligations are set out in tenancy agreements, leases and licenses.
- 3.2. Where we are the freeholder, these are normally to repair and maintain:
 - The services of the building
 - The structure

- The outside of the property
- Any shared parts of the building which the property is part of
- The estate
- Installations for the supply of water, gas, electricity, heating, hot water and sanitation within tenants' homes

3.3. Where we are not the freeholder of a building we will act as an advocate and take all reasonable steps to expedite repairs that are the freeholder's responsibility.

3.4. A summary of responsibilities can be found in Appendix 1.

4. New homes

4.1. Repairs to homes that are still within their defects liability period – the time in which the builder must return to put right any faults – will be arranged in line with the contractual agreements made with the developer. Processes will be explained when residents sign up to their new home.

5. Reporting repairs

5.1. Poplar HARCA will make it easy for residents to report a repair via:

- A self-service portal via Poplar HARCA's website
- Telephone
- Email
- A dedicated emergency service when offices are closed

5.2. We will usually issue an order on the day it is reported, or the next working day if reported out of hours. The exception to this will be if it is necessary to inspect the repair first.

6. Vulnerable tenants

6.1. Poplar HARCA will always consider the individual needs of a resident when raising a repair.

6.2. For tenants that live alone and are significantly more vulnerable than an ordinary person and so are likely to suffer greater harm in a similar situation, Poplar HARCA will carry out repairs that are usually the tenant's responsibility, except when a repair is necessary as a result of misuse.

7. Insurance

7.1. The structure of your home (excluding any fixtures and fittings) and any shared areas for which Poplar HARCA is responsible, are covered by our building insurance policy.

7.2. Poplar HARCA does not cover the cost of repairing or replacing contents - including tenant's own flooring, furniture, and other belongings - as part of our tenancy agreements. Tenants are encouraged to take out a Home Contents Insurance policy for their peace of mind.

8. Rechargeable repairs

8.1. Poplar HARCA is obliged to protect residents' money and so will recharge back to a tenant or leaseholder the cost of doing any repair that is the resident's responsibility, or that is needed as a result of:

- Deliberate, negligent or accidental damage by the resident, or anyone who is living in or visiting their property
- Improvements that have not been approved by Poplar HARCA, or that do not meet the agreed requirements

- Failure to report a repair promptly which then goes on to cause further damage

- 8.2. If the repair is an emergency, i.e. a repair that would usually be completed within 24 hours, Poplar HARCA will do the repair and then send the recharge bill to the resident.
- 8.3. All other repairs will not be carried out until payment by the resident has been made. In cases of hardship, a payment plan can be agreed.
- 8.4. Residents will also be responsible to pay the cost of administrating the repair and the payment.
- 8.5. Any resident who disagrees with a decision to recharge them the cost of a repair can appeal the decision using Poplar HARCA’s complaints process.

9. Timescales

- 9.1. Priority for repairs is assessed according to the seriousness of the repair that has been reported.
- 9.2. Poplar HARCA aims to complete all repairs on the first visit. When this is not possible the resident will be informed why and will be told when the repair will be completed.

Emergencies	Non-emergencies
Respond within 4 hours	Respond within 14 days
Repairs needed to safeguard safety or the structure of the building, including: <ul style="list-style-type: none"> • Total loss of electric power • Total loss of cold water supply • Total loss of space or water heating (November – March) • Total failure of communal lighting • Structural damage caused by storm, accident or flood • Unsafe power, lighting or electrical fitting • Toilet not flushing where there is no other working toilet in the dwelling • Blocked drain causing upsurge of wastewater • Burst pipe or uncontrollable leak • Lift fault • Loose or detached banister or handrail • Glazing repair where there is risk • Insecure property as a result of a break in, hate crime, or domestic violence 	Repairs that do not pose an immediate threat to people or the building, including: <ul style="list-style-type: none"> • Contained water leaks • Repair or renewal of waste water pipes, defective ball valves, faulty taps • Defective sink, bath or wash hand basin • Toilet not flushing where there is another working toilet • Defective individual power points, lights and switches or socket outlets • Individual door entry phone not working • Broken mechanical extractor fan • Faulty radiator • Replacement of fixtures and fittings • Blocked or leaking rainwater pipes • Minor repairs to external doors, windows and roofs • Repairs to external rendering or air vents • Repairs to garages, sheds, fences

10. Access to carry out repairs

- 10.1. Tenants and leaseholders must provide reasonable access to their homes for Poplar HARCA to carry out repairs. In an emergency, Poplar HARCA will force entry to the property without notice.

11. Service delivery

11.1. Operative conduct

Any operative working in your home is expected to meet Poplar HARCA's standard for contractor behaviour. This requires all operatives to be respectful, informative and to work safely.

11.2. Appointments

We offer appointments from Monday to Friday in the following slots:

Slot	Arrival between	Work to be completed by
Morning	8am and 12noon	1pm
Afternoon	12noon and 5pm	6pm

We will also make every effort to arrange appointments for first call (8am), last call (5pm), avoiding school run (10am – 2pm), or Saturday morning (8am – 12 noon) by arrangement.

11.3. Working times

Contractors carry out scheduled works between 8am and 6pm Monday to Friday and 8am and 1pm on Saturdays. Only unavoidable emergency works will take place outside of these times.

11.4. Decoration

Some repairs may affect the decoration of your home. If this happens we will discuss the extent of the damage with you and may offer you a decoration voucher.

We will not make good any damage caused because access panels, hatches, ducts or similar have been covered with wall paper, tiles, or flooring. We will discuss this with you before work begins.

11.5. Replacements

We will repair an item until it is no longer practical or economically viable to do so. If it is necessary to replace an item, it will be replaced like for like. This means that the new item will be the same as the previous item, or a close match if the exact type is no longer available.

12. Quality control

12.1. We review a sample of completed repairs by home visit, phone call or SMS to ensure that all work meets Poplar HARCA's standards for workmanship, customer care and value for money.

12.2. Contractors are carefully monitored via regular performance review meetings.

13. Right to repair

13.1. Secure tenants have a legal Right to Repair (Right to Repair Regulations 1994) if Poplar HARCA fails to carry out meet its repair obligations. Details of the scheme will be provided on request.

14. Policy review

14.1. Policies are reviewed every three years or sooner if they no longer reflect best practice.

Appendix 1: Repair responsibilities for Poplar HARCA tenants

Tenant's responsibility	Poplar HARCA's responsibility
<p>You must carry out minor maintenance to your home and put right any damage caused by inappropriate action or inaction.</p>	<p>We must keep the outside of your home, the structure and fixtures and fittings that we are responsible for in a reasonable state of repair.</p>
<ul style="list-style-type: none"> • Repairing damage caused by you, members of your household or visitors • Replacing locks and lost keys • Replacing door furniture and letter boxes • Replacing broken toilet seats • Replacing sink and bath plugs and chains • Unblocking sinks, basins, baths and toilets • Replacing light bulbs, fluorescent strips and starters • Filling minor cracks in plaster • Testing smoke alarms and replacing batteries • Repairing fixtures and fittings you have installed yourself • Repairing your own electrical appliances • Repairing and maintaining internal doors, handles, hinges, cupboard catches • Keeping your home well ventilated • Removing mould • Maintaining your garden and other private outdoor spaces • Decorating your home • Supplying and installing draught excluders • Supplying and maintaining flooring, curtains, curtain poles or tracks, and blinds • Reporting repairs that are Poplar HARCA's responsibility promptly • Not allowing your home to fall into disrepair 	<ul style="list-style-type: none"> • The roof • Outside walls, outside doors, window sills, window catches, and window frames • Painting the communal spaces inside a building • Drains, gutters and outside pipes • Front paths, steps or other access points • Brick-built garages and stores that are part of the property <i>but not sheds</i> • Boundary walls and fences • Shared door entry system, lifts and TV aerial • Fire detection systems and emergency lighting in the shared areas of buildings • Shared roof tanks, water pumps and pipes • Electrical systems in the common parts of buildings • District heating systems <p>Inside tenant's homes:</p> <ul style="list-style-type: none"> • Inside walls, floors, ceilings, doorframes, but not filling minor cracks, painting or decorating • Kitchen sink, cupboards and worktops • Splash back tiles <i>3 courses high</i> • Baths, basins, toilets, flushing systems and waste pipes <i>but not plugs, chains or toilet seats</i> • Electric wiring, including sockets and switches • Central-heating systems • Gas and water pipes • Waterproof safety flooring in kitchen and bathroom
<p>Contents insurance</p> <p>You're responsible for insuring the contents of your home and garden.</p>	<p>Buildings Insurance</p> <p>We will insure the structure of your home (excluding any fixtures and fittings) and any shared areas we are responsible for.</p>

Appendix 2: Impact assessment

<p>How does the policy/procedure/strategy contribute to Poplar HARCA's aims?</p>	<ul style="list-style-type: none"> • Effective controls to ensure we comply with statutory and regulatory obligations • Strong systems that support staff to work efficiently and effectively
<p>Which group(s) of people benefit from the policy/procedure/strategy? If any group could be disadvantaged, what is the mitigation or justification?</p>	<p>There is no evidence to suggest that any group will be disadvantaged by this policy as the default position is that Poplar HARCA will comply with its contractual obligations to all residents.</p> <p>Repairs which are usually the residents' responsibility will be carried out for vulnerable tenants.</p> <p>Recharges can be paid over time where the resident would otherwise suffer financial hardship.</p>
<p>How have residents been involved in developing the policy/procedure/strategy? If they have not been involved, why not?</p>	<p>Residents were involved in the creation and ongoing reviews of this policy through the formal approval process. Extensive analysis of resident feedback from surveys, complaints and correspondence has shaped the policy.</p>
<p>How will the policy/procedure/strategy be monitored and measured? (e.g. performance indicators?)</p>	<p>Means of monitoring have been built into the Association's procedures. Satisfaction rates, complaints and financial performance are widely reported.</p>
<p>If any, what are the Value for Money implications?</p>	<p>No, this policy does not consider the cost of the service, but does set out how satisfaction and quality will be monitored.</p>