

1.0 Introduction

We aim to improve our repairs and maintenance services by:

- Carrying out all repairs and our planned and regular maintenance work with our repair policy.
- Asking tenants to fill in and return repair satisfaction slips – and replying promptly if they are unsatisfied with the performance.
- Meeting our legal duty to carry out gas safety and gas appliance service checks to our homes every year.
- Monitoring our services by visiting and phoning 10% of the homes that have had repairs or maintenance work done to check the standard of the finished work.
- Making sure that all contractors we use follow our code of conduct and cultural customs.
- Redecorating the outside of our owned properties at least once every 5 years, where appropriate, as part of our maintenance programme.
- Offering tenants advice on simple home repairs.

1.1 Policy

1.1.1 NLMHA's Maintenance Policies underpin a service which; not only meets contractual obligations, but is sensitive to the well being of tenants and the enjoyment of their dwellings. The service will be delivered with all due respect to tenants and their lifestyles.

1.1.2 NLMHA's Committee is aware that there is now a more direct relation between the cost of maintenance, and the setting of rents. A key objective of the maintenance department will be to ensure that the service is cost effective.

1.1.3 In addition, the committee acknowledges that the maintenance service also preserves NLMHA's properties, in terms of their "asset value", and protects the interests of funding and loan bodies.

1.1.4 We aim to achieve these objective by following these principles in 6 policy areas.

- a. Complying with our legal and contractual obligations.
- b. Having a responsive maintenance service.

- c. Having a well planned maintenance service which prevents deterioration of our homes and meets a minimum lettable standard.
- d. Having a cost effective service which represents value for money.
- e. Reducing future maintenance by working with the development departments to design out defects.
- f. Being accountable through effective monitoring of services by consulting tenants about the services provided and through accountability to the relevant committee.

1.1.5 Emergencies

- Dangerous structures
- Gas leaks
- Blocked/overflowing drains
- Burst pipes
- Complete failure of electricity supply
- Blocked WC

1.1.6 What is covered by the repairs and maintenance service

We want to make sure repairs are done quickly and to a good standard. Our aim is to avoid unnecessary delay.

1.1.7 NLMHA's responsibility:

It is our responsibility to keep the structure and exterior of your home in a good state of repair. This includes:

- drains, gutters and external pipes
- roofs and chimney stacks
- outside walls, external doors (back and front) and windows including locks (external only) and fixtures and fittings
- internal walls, ceilings, floors and staircases
- kitchen units
- pathways, steps and other means of access

- garages and storerooms
- communal gardens and common areas including communal lighting, staircases and flooring

We will also make sure all the installations we provide are in safe working order. These include:

- installations for the supply of gas, water, electricity and sanitation
- basins, sinks, baths and toilets
- heating, hot water installations and water heaters

1.1.8 Tenant's Responsibility:

To look after the property and carry out minor repairs including making good any damage caused by yourselves, friends or family. These include:

- Replacement of locks to your front entrance door due to loss or misplacement of keys, except in special circumstances at the discretion of the maintenance manager.
- Reglazing not due to a component failure, except in special circumstances at the discretion of the maintenance manager.
- Replacement of internal doors
- Replacement of internal fixtures and fittings, such as door latches and handles, window locks, cupboard locks etc.
- Connecting cookers and washing machines
- Redecoration - this includes any damage to decorations caused by water penetration. You should take out Home Contents Insurance to cover you for this type of accident
- Damage resulting from neglect or misuse
- Pest control where tenant neglect contributes. Treatment may be carried out in special circumstances at the discretion of the maintenance manager

1.2 Contractual Obligations

1.2.1 NLMHA will comply with the provisions concerning keeping properties in a state of good repair as stipulated in the Landlord and Tenant Act, 1985. The Housing Act 1988, and the Defective Premises Act 1972.

1.2.2 In providing its maintenance service NLMHA will comply with the:

- a. Health and Safety Act 1974.
- b. Race Relations Act 1976.
- c. Sex Discriminations Act 1975.
- d. Finance Act 1976 re: taxation.

1.3 Responsive Maintenance Service

- 1.3.1 NLMHA will respond to tenants reporting the need for repairs, as and when this arises.
- 1.3.2 A reporting procedure will exist for both in and outside working hours. Repairs will be carried out within given time periods depending on the nature of the repair.
- 1.3.3 The ordering of repair work will be monitored according to the maintenance authorisation limits as detailed in Part 2 -“Responsive Maintenance”. Where appropriate, service contracts with suppliers will exist, and enforced in response to necessary repairs.
- 1.3.4 The department must, though, operate within budgetary limits. Repairs classified as low priority may therefore, if such financial circumstances prevail, be delayed.
- 1.3.5 Procedures concerning access arrangements, investigation of extent of the repair, inspection and reporting of completed work, are detailed in Part 2 - “Responsive Maintenance”.
- 1.3.6 The Housing Manager will monitor the activity of the maintenance department. A schedule of repairs being undertaken will be provided on a regular basis by the maintenance department.

1.4 Planned Maintenance

- 1.4.1 In addition to treating the “symptoms” of disrepair, NLMHA endeavours to prevent deterioration by planning replacement and renewal of components and materials relating to their expected life cycles.
- 1.4.2 Maintenance of decorations which are NLMHA's responsibility will be carried out in 5 yearly cycles. At the same time as undertaking this work NLMHA surveys the relevant properties for any other defects and will include this, if appropriate, in the cyclical maintenance programme.

- 1.4.3 In addition NLMHA does not rely solely on tenants to report all defects, and therefore intends to survey up to a third of its housing stock every year. The findings will be compiled into a replacement and renewal programme as required in the next 5 years.
- 1.4.4 From this medium term 5 years programme, expenditure patterns can be discerned, and used to project costs, according to general property type classifications, for NLMHA's stock during the life of its outstanding loans.
- 1.4.5 A judgement as to the adequacy of sinking fund contributions will be therefore possible.

1.5 Cost Effectiveness

- 1.5.1 An emphasis on preventative maintenance to reduce the need for reactive measures is the first step towards greater cost effectiveness. Therefore the surveying of the condition of NLMHA's stock, and keeping this information up to date, is regarded as a key activity in controlling cost.
- 1.5.2 When repair work is commissioned, administrative systems exist to ensure that value for money is achieved. These involve: -
- a. the inspection of the defect and the remedial work depending on the value of the work.
 - b. authorisation of ordering and payment of work will involve senior officers depending on the value of the work.
 - c. a proportion of any one contractors work will be inspected irrespective of value of the work.
 - d. remedial work will be inspected whilst being implemented depending on the length of contract.
 - e. a panel of contractors will be selected on the basis of proven reliability and financial soundness.
 - f. where possible a schedule of rates will be agreed with contractors to achieve consistency of pricing.
 - g. expenditure will be monitored continually, against budget limits.
 - h. medium term repairs will be "batched" where possible to benefit from economy of scales.

- i. where appropriate repair costs will be recovered from insurance's or tenants.

1.6 Designing Out Maintenance

- 1.6.1 The maintenance department will analyse the types of repair it undertakes, and feedback this information to the development department by participating in design meetings for new projects.
- 1.6.2 The Maintenance Manager is expected to inspect projects during the construction period, and attend snagging and defect inspection meetings.

1.7 Accountability

- 1.7.1 The cost of the maintenance operation and quality of service are key factors in the rent setting and grant rate debates.
- 1.7.2 The Board of Management will carefully monitor the performance of the department.
- 1.7.3 Quarterly reports will be submitted to committee containing information on:
 - a. the number of repairs ordered and their completion in terms of agreed response times.
 - b. committed expenditure in relation to budget heads.
 - c. maintenance performance in relation to void properties.
- 1.7.4 Annual reviews of the panel of contractors, and tenants satisfaction will also be reported to committee.
- 1.7.5 Should the complaint procedure be initiated in relation to maintenance this will be reported to the next committee meeting.
- 1.7.6 Informing tenants about their right to compensation for failure to meet repairs targets and reporting payments made to Board of Management.

1.8 Other policies

- a. Homeloss, Disturbance
- b. Welfare Fund

- c. Complaints and Compensation Policy
- d. Allocations Policy
- e. Empty Property Management

1.9 Statutory responsibilities and performance expectations

1.9.1 There are several Acts of Parliament which govern the repair and maintenance responsibilities of housing associations and these are as follows:

- a. Occupiers Liability Act 1957 _ Section 2;
- b. The Defective Premises Act 1972;
- c. Health and Safety Act 1974; Section 2
- d. The Building Act 1984 Section 76;
- e. Landlord and Tenant Act 1985, Section 11-17 which details obligations to repair exteriors services and installations;
- f. The Housing Act 1985;
- g. The Environmental Protection Act 1990;
- h. The Rent Act 1977.

1.9.2 In addition to their legal obligations as landlords, registered housing associations in England and Wales are expected to adopt certain minimum standards in respect of the repair and maintenance dwellings let on assured tenancies in accordance with the "Tenants Guarantee" issued by the Housing Corporation (and Housing for Wales) under Section 36A of the Housing Associations Act 1985. The "Guarantee~ states:

- a. Section E1: Registered housing associations must meet their statutory and contractual obligations to keep their housing fit for human habitation.
- b. Section E2: They should inspect their property to ensure that they meet these obligations and can plan effectively, and make financial provision for, long term maintenance.

- 1.9.3 In addition to 1.2 above landlords in England and Wales have a duty under Section 104 of the Housing Act 1985 to provide secure tenants with certain information about repairs and maintenance.
- 1.9.4 As NLMHA still has a small number of secure tenants we must:
- a. Publish information on the landlords repairing obligation under section 11 - 17 of the Landlord and Tenant Act 1985;
 - b. Keep this information up to date;
 - c. Supply the tenant with a copy of this information and a statement of the repairing terms of the tenancy.
- 1.9.5 Under the terms of the "Tenants Guarantee", housing associations are required to provide their assured tenants with information on:
- a. Section E3.
 - Who is responsible for which repairs, including the statutory position
 - Methods for reporting the need for repairs;
 - Response and completion time for defined categories of repairs;
 - Response and completion time for emergencies;
 - What tenants can do if the association fails to meet its repairing obligations, i.e.
 - b. The Right to Improve - Appendix 7/7A Qualifying Improvements
 - c. The Right to Repair - Appendix 8/8A Qualifying Repairs
 - Policy for planned maintenance, including cyclical decoration;
 - Policy for improvements including the provision of alternative or temporary accommodation, disturbance payments and compensation.
- 1.9.6 The expectations referred to in paragraph 1.5 are also frameworks by

which the Housing Corporation monitor the performance of housing associations.

1.10 Landlord/Tenant obligations and responsibilities

1.10.1 Obligations and responsibilities for NLMHA as well as the tenant are detailed in the Tenants Information Pack and the Tenancy Agreement.

1.10.2 The additional responsibilities for the association are as follows:

- a. Under Section 105 Housing Act 1985 landlords in England and Wales must make arrangements to consult secure tenants on various housing management matters including, maintenance, improvement or demolition... the provision of services or amenities”.
- b. Under the terms of “Tenants Guarantee”, for assured tenants, housing associations are required to consult their tenants about proposed changes in management and maintenance policy which may affect a substantial proportion or number of tenants.
- c. Under Section 96 Housing Act 1985, secure tenants have a right to carry out certain repairs and claim the cost on completion. The repair must be one for which the landlord is responsible.
- d. Section 97 of the Housing Act 1985 provides that secure tenants may not make any improvements to their home without the written consent of the landlord. The consent should not be unreasonably withheld, but can be made subject to conditions.

1.10.3 Additional Responsibilities

1.11 Insurance

1.11.1 NLMHA will also ensure it has adequate insurance cover as follows:

- a. Building insurance - to cover damage to the building structure and fixture and fittings.
- b. Public liability insurance -to cover obligations to third parties and injuries to tenants arising from defects for which the association has a legal responsibility.
- c. Contents insurance - to cover damage for which the landlord is responsible.

1.11.2 Equal Opportunities

1.11.2.1 NLMHA complies with statutory requirements on equal opportunities, as well as the associations own policy and relevant codes of practice such as the Commission for Racial Equality's "Code of Practice in Rented Housing".

1.12 Tenant's Repair Obligation

1.12.1 Tenants are expected to repair, replace or provide the following items when living in one of the Association's properties.

- a. Any items which belongs to the tenant
- b. Fuses and light bulbs
- c. Replacement glass to windows and doors
- d. Minor fixtures and fittings e.g. sink plugs
- e. All internal decoration (except at the Housing Manager's discretion for people in sheltered housing).
- f. Repairs due to misuse, neglect or damage caused by the tenant, their family or visitors
- g. Maintain your garden
- h. Replacing keys
- i. Additional locks
- j. Door latches inside the home

1.12.2 If the Association's contractor causes damage to the home while carrying out repairs, the room affected will be redecorated.

1.12.3 The Association may in some circumstances carry out repairs which are the tenant's responsibility and may charge for the work.

1.13 Dealing with Reporting Repair

1.13.1 This section outlines the procedure for accepting and dealing with repairs:

- 1.13.1.1 Tenant, Housing Officer, (or other) will telephone NLMHA's Maintenance Dept. If the Maintenance Officer is not available, a housing officer will receive the details. If a repair is reported in writing, a Repair/Defect Order Form should be completed and passed to the Maintenance Officer.
- 1.13.1.2 The Maintenance Officer, or Housing Officer will complete an "order form", which establishes the type of repair, what priority it is in terms of response times, and what the access arrangements will be.
- 1.13.1.3 On the basis of this information the Maintenance Officer will check that this report has not been made before and then will estimate the cost of repair, and decide whether or not to inspect the property.
- 1.13.1.4 The quality of information provided at this stage is very important. Officers will encourage tenants to be as explicit as possible.
- 1.13.1.5 Subject to the authorisation procedure detailed below, the Maintenance Officer will issue a works order; having noted the date of the order, the order number, and the estimated cost, on computerised systems.
- 1.13.1.6 If the estimated cost of the work is in excess of £2500 and below £5,000, three competitive quotes will be sought, if over £5000, a tendering procedure will normally be required, otherwise work is ordered directly with a contractor from NLMHA's approved list.
- 1.13.1.7 The Maintenance Officer is able to authorise work estimated under £500. Between £500 and £2500 the Housing Services manager can authorise. For amounts estimated to be in excess of £2500 the Chief Executive will be required to authorise the work.
- 1.13.1.8 An order is issued to the relevant contractor, and is signed by the Maintenance Officer
- 1.13.1.9 On completion of the work, depending on the value of the work and the frequency with which the contractor has been used, the Maintenance Officer will inspect the work, or will rely on confirmation from the tenant that the work has been satisfactorily completed, either by signing a satisfaction slip or when contacted in writing by the Maintenance Officer.
- 1.13.1.10 The invoice for the work will be reconciled with the estimate, and the amount input onto the computer. Should the amount vary from the original estimate by over £100 excluding VAT, the Maintenance Officer will prepare the payment voucher for the invoice.
- 1.13.1.11 The finance department will receive a copy of the repair report form, or

the quote, if applicable, in addition, a copy of the order form, and the invoice will accompany the authorisation to pay form and check that the invoice has not been paid before.

- 1.13.1.12 A copy of the repair order form, quote or tender price if applicable, plus the order form, the invoice, and the authorised payment voucher will be placed on the property file.

1.14 Response Times

- 1.14.1 These are self imposed standards of performance in respect of how long it will take to complete a repair

- 1.14.2 Repair types are prioritised in terms of:

- a. Repairs that pose a health or safety risk
 - Emergency Repairs: Response Times - 24 hours: Target/Completion Time -48 hours.
- b. Repairs that cause serious disruption to the residents comfort
 - Urgent repairs. Priority 1, Response Time 24 hours Target/Completion Time 48 hours -5 working days.
- c. Less urgent repairs where enjoyment of the property is not significantly effected.
 - Priority 2, Response Time 7 days Target/Completion Time 10 days
- d. Non-urgent repairs, which will be attended to within a planned programme.
 - Priority 3, Response Time 28 days: Target/Completion Time 6 months.

- 1.14.3 A detailed copy of the repair type classification is attached at Appendix 4.

1.15 Panel of Contractors

- 1.15.1. The maintenance department will select a number of contractors to form an "approved list" otherwise known as a "panel" of contractors.

- 1.15.2 The method of selection is the same as that used by the development department.
- 1.15.3 Contractors on Construction line do not need Board approval, we may engage in their services immediately.
- 1.15.4 The method focuses on financial soundness, track record, appropriate sized contracts in terms of value, areas of operation, and references from current clients.
- 1.15.5 The methodology of selection and de-selection of contractors are agreed by the Board and reviewed on an annual basis.
- 1.15.6 Conduct Towards Tenants
 - 1.15.6.1 Contractors are expected to introduce themselves to the tenant and provide identification.
 - 1.15.6.2 While in the tenant's home the following is expected:
 - a. The contractor or member of their staff will be courteous and respectful, will not use bad language or smoke.
 - b. The contractor will protect the tenant's property and possessions from dust and paint and will clear rubbish from inside the property at the end of each day and from site at the end of the job.

1.16 Recovering Charges

- 1.16.1 Where applicable, the Housing Services department will recover the costs of repairs from tenants or from our Insurers.
- 1.16.2 The money received will be credited to the maintenance budget. Should repairs be needed because of latent defects, this matter will be reported to committee to consider litigation.

1.17 Planned Maintenance

- 1.17.1 NLMHA will endeavour to deal with the majority of its repairs by planning a programme of repair, renewal and replacement activity.
- 1.17.2 NLMHA will devise, in addition, a 5 year medium term plan of replacement and renewal, based on surveys of property.

1.17.3 This programme will be funded out of the planned maintenance budget. However if the repairs are "major", then H.A.G will be sought for properties funded under traditional HAG procedures, where there is not a repair fund. For new "fixed' HAG properties, major repairs will be funded from sinking funds.

1.18 Planned Maintenance Service Agreements

1.18.1 As part of the planned maintenance strategy we have placed a number of service agreements in place:

- a. Gas Maintenance: 3 star contract annual service.
- b. Fire Alarm - 6 monthly visits.
- c. Fire extinguishers.
- d. Lift contracts.

1.18.2 A stock condition survey will be undertaken either on a rolling basis or as a one off exercise. The survey will identify the need for both immediate and planned repairs. These repairs will be programmed according to their priority in terms of the consequences of further deterioration, and budgetary limits. All the information will be held on the computerised system.

1.19 Cyclical Maintenance

1.19.1 Every 5 years, NLMHA intends to redecorate exterior painted areas, communal areas.

1.19.2 A survey of each property reaching the age of 4 years since conversion or being built, will take place in the autumn of that year.

1.19.3 A standard specification will be used to tender the work. Properties will be grouped together where possible. Tenders will be invited in February of the following year, and returned in March. Therefore the actual costs of cyclical maintenance will be available for the budget for the new year.

1.19.4 Contracts will be let, via JCT minor works contracts, in April/May of what is effectively the 5th year since the handover of the property. This sequence of events should provide for a more durable finish because the decoration will be undertaken during a cool but dry period.

1.20 Designing Out Maintenance

1.20.1 NLMHA will endeavour to involve the Maintenance Officer in the design process of all new schemes.

1.21 Design Panel

1.21.1 The Development department will initiate a consultation exercise with Housing Services and Maintenance at outline stage of new projects and detailed design stage (prior to tendering, or with JCT98 contracts prior to acceptance of tender i.e. maintenance will be involved in the assessment of the contractors proposals). These consultation meetings will be known as design panel meetings.

1.21.3 Design Brief and Employers Requirements

1.21.3.1 The Maintenance Officer will be asked to comment on these standard documents when they are received with a view to standardising materials and appliances, to ease supplies of replacements, and to correct recurring weaknesses experienced in maintenance of old stock. The aim will be to minimise future maintenance costs.

1.21.4 Off the Shelf Projects

1.21.4.1 The Maintenance Technical Officer will inspect the properties, and the subsequent views will be taken into account by the senior management team's risk appraisal of the scheme.

1.22 As Built Records

1.22.1 The development department will request that consultants or contractors provide "as built" records, and suppliers log book, when schemes are completed. This requirement should be clarified by reference in the tender documentation.

1.23 On Site Inspection

1.23.1 The Maintenance Officer will be encouraged to attend site meetings, particularly during the first and second "fixing" and service installation.

1.23.2 The Maintenance Officer will also liaise with the clerk of works as appropriate on issues concerning future maintenance.

1.24 Snagging and Defects

1.24.1 The Maintenance Officer will endeavour to attend all meetings where “snags” and defects are identified. Development staff are expected to ensure compliance with the remedying of these, and it will not usually be necessary for the Maintenance Officer to attend the “follow-up” visit.

1.25 Representation at Management Team

1.25.1 The Housing Services Manager will represent maintenance interests in the senior management team.

1.26 Analysis of Repairs

1.26.1 The maintenance department will endeavour to collect data to enable cost comparison between “prevention” and “cure”.

1.26.2 In addition, maintenance will advise development on the adequacy of sinking funds.

1.27 Increasing Awareness

1.27.1 The Maintenance department will actively encourage Housing Services and Development staff to inspect defects and repair treatments.

1.28 Accountability and Monitoring

1.28.1 The Maintenance department will report to the Board of Management via the Housing Services Manager.

1.29 Key Activities

1.29.1 The key activities where reports are required are as follows:

1.29.1.1 Response Times

A standard report, The Response Monitoring Form, will be produced quarterly showing performance against response times.

1.29.1.2 Expenditure

A standard report, Expenditure Report, will be produced 6 monthly to show actual expenditure and commitments to expenditure against the budget for the year.

1.29.1.3 Summary of when to obtain quotes or tenders

- a. If the estimated cost of the repair is less than £500, then the Maintenance Officer will approach one contractor and order the work directly.
- b. If works are valued over £2500, 3 quotes should be obtained.
- c. If works are valued over £5000, a tendering procedure using the JCT Minor works contracts will be instigated.
- d. In general, work will be spread amongst the panel of contractors to promote competition.

1.29.1.4 Cyclical Maintenance

The programme and cost will be reported to committee.

1.29.1.5 Stock Condition Survey

A summary of survey findings will be referred to committee.

1.29.1.6 Complaints

Complaints in connection with repairs will be reported to the committee quarterly.

1.29.1.7 The Association will comply with the guidelines set out in 'The Tenant Guarantee' regarding the Right to Repair and the Right to Compensation for Improvement and will respond positively to tenant's complaints about lack of services.

1.29.1.8 Contractors Panel

This must be approved by committee, and reviewed annually.

1.29.1.9 Tenants Satisfaction

A sample survey, 5% of all repairs, will be undertaken on a monthly basis and reported to the Board on a quarterly basis.

1.30 Publicity

1.30.1 The NLMHA tenants information pack and newsletter will inform tenants of

the agreed response times, and will also explain the details of tenant's right to carry our repairs.

1.30.2 In addition, advice on particular maintenance issues, such as condensation will be published.

1.30.3 Recharging procedures where a tenant is responsible for damage and NLMHA carried out the repair, will also be explained to tenants.

1.31 Tenant Feedback

1.31.1 The Maintenance Officer will advise the tenant reporting the repair as to the response time classification.

1.31.2 Tenants will be asked to sign the contractors order form, to indicate that the repair has been completed satisfactorily. Housing Officers will be able to comment.

1.31.3 A sample survey of tenants views on the responsive maintenance service will be collated on an annual basis and reported to committee.

APPENDICES

Appendix1

Response Times

| Priority Type Definition | Response Time | Target/ Completion Time | Type of Repair |
|---------------------------------|----------------------|--------------------------------|-----------------------------------------------------------|
| Emergency | | | - Total loss of power - Unsafe electrical light socket |

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>An emergency is a situation that is either dangerous or likely to become so, or a serious health risk. It could also be a situation where immediate action will prevent serious deterioration in the property.</p> <p>On occasions because of the needs of a specific tenant, a less serious repair can be treated as an emergency e.g. no hot water/heating when the tenant is very elderly or there is a very young child in the household.</p> | 24 hours | 48 hours – 5 days | <p>on fitting</p> <ul style="list-style-type: none"> - Total loss of water - Burst pipe - Total loss of gas supply - Blocked flue to boiler - Total loss of space and water heating between 31/10-1/5 - Blocked foul drain, soil stack toilet pan - Toilet not flushing - Leaking water pipe, tank, cistern - Insecure external window, door or lock |
| <p>Priority 1</p> <p>These will normally involve items that are materially affecting the comfort of tenants and may be causing some deterioration to the fabric of the building.</p> | 48 hours | 2-5 days * 3 days | <ul style="list-style-type: none"> - Follow on work after emergency dangerous brickwork, fencing ceiling - * Partial loss of electrical power - * Partial loss of water supply - * Partial loss of space of water heating between 30/4 – 1/11 - * Blocked sink, basing, bath - * Tap which cannot be turned - * Loose or detached banister or hand rail - * Rotten timber flooring or stairs - Graffiti after harassment - Dangerous lighting or wiring - Glazing |
| <p>Priority 2</p> <p>These are repairs that should be seen as essential to the tenant's comfort in the home.</p> | 7 days | 7 - 10 days 7 days | <ul style="list-style-type: none"> - Leaking roof (minor) - Door entry phone not working - Mechanical – extractors fan in internal kitchen or bathroom not working - Repair to cold & hot water supply - Electrical points/storage heater - WC, basins, sink |

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | <ul style="list-style-type: none"> - Gas heating appliance and system - Repair to floor, door, windows - Defective gutters and flashings |
| <p>Priority 3</p> <p>Major or routine repairs which will take longer to complete than a tenant would wish but because of the work necessary, requires specification to be improvement prepared or estimate for work to be obtained.</p> | 28 days | 4 months | <ul style="list-style-type: none"> - Damp proofing - Dry rot - Wood worm - Roof renewals - Aids & Adaptations - Security improvement |
| <p>These repairs are Qualifying Repairs for the Statutory Repair Scheme and must be completed within the number of days shown</p> <p>Emergency - within 24 hours: Priority 1 - within 3 days Priority 2- within 7 days</p> | | | |

(Appendix 2 of Housing Corporation Guidelines)
Qualifying Improvements

Qualifying Improvements and Notional Life of Improvement

| A | B |
|---------------------------------------------|---------------|
| Qualifying Improvement | Notional Life |
| 1. Bath or shower | 12 |
| 2. Wash-hand basin | 12 |
| 3. Toilet | 12 |
| 4. Kitchen sink | 10 |
| 5. Storage cupboards in bathroom or kitchen | 10 |

| | | |
|-----|----------------------------------------------------------------------------------------------------------|----|
| 6. | Work surfaces for food preparation | 10 |
| 7. | Space of water heating | 12 |
| 8. | Thermostatic radiator valves | 7 |
| 9. | Insulation of pipes, water tank or cylinder | 10 |
| 10. | Loft insulation | 20 |
| 11. | Cavity wall insulation | 20 |
| 12. | Draught proofing of external windows | 8 |
| 13. | Double glazing or other external window replacement or secondary glazing | 20 |
| 14. | Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors) | 15 |
| 15. | Any object which improves the security of the dwelling house, but excluding burglar alarms | 10 |

**Statutory right to compensation for improvements
scheme procedure – England and Wales**

Tenant must claim for compensation in writing between 28 days before the termination of the tenancy and 14 days after termination
(statutory time limit)

Association makes written offer of compensation or informs tenant claim is rejected within 21 days of receipt of claim or vacation of property (whichever is the later)

Payment made within 28 days

Tenant accepts offer

Tenant refuses offer or challenges refecton of claim by lodging appeal with the housing association within 21 days of offer/refection

Payment made within 28 days

Adjudication by senior housing officer and revised offer, or confirmation of original decision made within 21 days of receipt of appeal

Tenant accepts revised offer

Tenant appeals within 21 days to committee of members

Payment made within 28 days

Members' decision on further appeal communicated within 2 months

Payment made within 28 days

Statutory right to repair procedure – England and Wales

Landlord consults tenants on details of right to repair scheme

Tenants requests repair

Inspection carried out

Is an inspection required?

Is it a qualifying repair?

Notify tenant with explanation of scheme. Association deals with repair by normal process.

Repair notice issued to contractor (may include landlord itself) specifying:

- name of tenant
- address
- nature of repair
- name, address and telephone number of contractor
- access arrangements
- last day of period for completion

Copy of repair notice given to tenant at same time with explanation of scheme

Is repair completed within the first period?

End of process

Tenant notified landlord that he/she requires another contractor to carry out repair.

Repairs notice issued to second contractor with details of the maximum time for completion. Copy given to tenant.

Is repair completed within the second period?

END OF PROCESS

£10 compensation for tenant plus £2 for every working day between end of second period and completion of repair up to total maximum of £50

Appendix 3

Housing Corporation Guidelines Qualifying Repairs

| Qualifying Repairs For Statutory Right To Repair Scheme | |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Repair | Prescribed Period In England (No. of 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 of water heating between 31 October and 1 May | 1 |
| Total or partial loss of space of water heating between 30 April and 1 November | 3 |
| Loss or partial loss of space of water heating where no alternative heating is available | n/a |
| Blocked or leaking foul drain, soil stack or toilet pan (where there is no other working toilet in the house) | 1 |
| Toilet not flushing (where there is no other working toilet in the house) | 1 |
| Blocked sink, bath or basin | 3 |
| Tap which cannot be turned | 3 |
| Leaking from water or heating pipe, tank or cistern | 1 |
| Insecure external window, door or lock | 1 |
| Loose or detached banister or hand rail | 3 |
| Rotten timber flooring or stair tread | 3 |
| Leaking roof | 7 |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Door entry phone not working | 7 |
| Mechanical extractor fan in internal kitchen or bathroom not working | 7 |
| Note: n/a - not applicable | |
| Source: Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, SI No. 133 (as amended by SA 1994 No. 844; Secure Tenants (Right to Repair)(Scotland) Regulations 1994, SI No. 1046 | |

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| Section Two | Aids & Adaptations |
|--------------------|-------------------------------|

2.0 Adaptations to Properties For Tenants with Disabilities

2.1 Introduction

The Association recognises that it has an obligation not only to provide accommodation on new developments for tenants with disabilities but also to help existing tenants to continue living in their homes by adapting a property to make it more suitable to their needs. The cost of carrying our adaptations to existing properties can either be funded through the Housing Corporation or by grant from the Local Authority. The basic requirements that need to be fulfilled to secure funding are outlined below. The chosen route will very much depend upon the availability of resources and is at the discretion of the Housing Services Manager.

2.2 Responsibilities for Aids and Adaptations

Social Services Authorities have statutory duties under Section 2 of the Chronically Sick and Disabled Persons Act 1970 to provide aids and equipment in the homes of disabled people. Housing Authorities i.e., NLMHA have a responsibility to undertake ~structural" works to make properties more suitable for the needs of tenants with disabilities.

In general terms items which are fixed to or become part of the structure of a property are regarded as structural and are the Housing Authorities responsibility to provide. Portable aids and equipment are the responsibility of Social Services or the Health Authority to provide. Examples of 'structural' features and portable Aids and Equipment are detailed in Appendix A8.21 (i).

To assist the Association to meet its obligations to undertake 'structural' alterations, Housing Association Grant (HAG) is available via the Housing Corporation (see paragraphs 4 and 5) or alternatively an application can be made to the Local Authority for a Disabled facilities grant. (See

paragraphs 6 to 9).

Should HAG funds be exhausted Local Authorities Disabled Facilities Grant should be considered.

2.3 Role of Social Service Authorities

Social Services Authorities in collaboration with Health Authorities have responsibility for identifying, assessing and advising on the housing needs of disabled people, including the need for adaptations for their homes. Thus whatever funding route is chosen Social Services has a key role to play in the assessment of the type of work that needs to be carried out. Without the recommendation of an Occupational Therapist financial support will not be made available from either the Housing Corporation or the Local Authority.

2.4 Housing Association Grant

HAG is made available to meet the cost of adaptations through a fund called Miscellaneous Work, bids for which are made on an annual basis. In making a bid requests can be made for adaptations on existing properties and adaptations as part of a new wheelchair unit provision.

In 1986 the Housing Corporation introduced a Streamlined System for processing adaptation requests. Provided that the Association does not require loan finance and the cost of the project can be contained within the allocation for Miscellaneous Works project/tender approval is not required. This system has given the Association greater control but is depended upon close liaison between Housing Management and Development to ensure that overspends do not occur.

2.5 Procedures for HAG Funded Adaptations

- a. If a tenant make enquiries about adaptations it must be explained that an assessment will need to be made by Social Services.
- b. The Occupational Therapist can either be contacted through the Association or by the tenant whichever is the easiest for the tenant.
- c. Once the Occupational Therapist has made an assessment of the tenant's requirements, a report will be submitted to the Association.
- d. The Development Officer will usually together with the Housing

Officer arrange to visit the property and meet with the tenant to discuss the Occupational Therapist's recommendations.

- e. A Specification of the works required is drawn up and a quotation/tender can then be sought depending on the estimated cost of the work.
 - Less than £2500 - a quotation from an individual contractor.
 - £2500 to £5000 - competitive quotations from 3 contractors.
 - £5000+ - Tenders from 3 contractors required.
- f. The Maintenance Officer will on receipt of the quotation/tender liaise with the Housing Manager to establish whether sufficient funds are available to meet the cost of the works.
- g. If sufficient funds are available the Maintenance Officer will arrange with the tenant and the contractor when the work is to be carried out.
- h. At this stage Development staff complete a Housing Corporation request for approval - Form SM1. Under the new streamline procedures this form notifies the Corporation to record take-up of the Association's allocation and adaptation projects.
- i. By the end of the month following the month in which the work was completed, Finance staff must submit a HAG claim, it is therefore important that all the necessary paperwork is passed to Development staff at the earliest opportunity.

2.6 Disabled Facilities Grant

Disabled Facilities Grants were introduced on 1st July 1990. They form part of the new scheme of grants for house renovation covering repairs, improvements and adaptations which was provided for by the Local Government Housing Act 1989.

Disabled Facilities Grants are available for works which are necessary, and appropriate to meet the needs of the disabled person. It must also be "reasonable and practicable" to carry out these works, given the age and condition of the property.

There are three categories of Disabled Facilities Grants which may be

available. All of these grants are subject to means-testing.

2.6.1 Mandatory Grants

Mandatory grants are available for works needed to help a person live more independently in his/her home, such as:-

- a. making it easier for the person to get into and around the home;
- b. making access easier to the living room, bedroom, kitchen and bathroom/lavatory;
- c. providing suitable bathroom and kitchen facilities that can be used independently;
- d. adapting heating or lighting controls to make them easier to use;
- e. improving the heating system in the home or providing a new heating system suitable for the person's special needs;
- f. making provision around the home to enable the disabled person to care for someone who is dependent on him/her.

It must be remembered that even if a grant is mandatory, the applicant's resources may be such that because of the means-test, no grant is actually payable.

2.6.2 Discretionary Grants

Discretionary grants are available for any other type of works not covered by mandatory grants, as long as they are for the purpose of making the property suitable for the accommodation, welfare or employment of the disabled person.

2.6.3 Common Parts Grants

Disabled Facilities Grants are also available for works to the communal areas of a building containing one or more flats, provided the applicant is either under a duty to carry out the works or has the authority to do so.

2.7 Who Can Apply For A Disabled Facilities Grant?

The person for whose benefit the works are to be carried out must be registered as disabled with the Social Services Department, or must be eligible to be registered if s/he were to apply.

The tenant, or the person with the disability if not the tenant, may make the application for grant; or the Association may apply as the landlord.

2.8 Conditions For Grant Applications

- a. An application for grant cannot proceed without the recommendation of the Occupational Therapist who will visit to determine what works are necessary, and appropriate to the person's disability.
- b. The disabled person must sign a certificate to state that s/he intends to live in the property as his/her only or main residence.
- c. The Association must sign a certificate of intended letting, to confirm that it intends to let the property as a residence for a period of at least 5 years.
- d. Normally, two independent estimates of the cost of the works to be carried out must be submitted with any application for grant. The local authority does not have discretion to accept an application with "less than two" estimates in exceptional circumstances, but may require more than two estimates where the works are very extensive or expensive.
- e. The application must also contain particulars of any fees for which grant assistance is to be claimed – e.g. fees for planning permission or building regulations approval, or surveyors' or architects' fees.
- f. The application must contain all the information necessary to enable the local authority to apply the means-test.

2.9 The Means-Test

There are different means-tests to be applied, depending on whether the application is made by the tenant or by the landlord.

2.9.1 Tenants' Means-Test

The tenants' means-test for Disabled Facilities Grants is based on rules similar to those used for determining Housing Benefit. Details should be

provided with the grant application form.

2.9.2 Landlords' Means-Test

- a. The means test for landlords (i.e. the Association) is based initially on the increase in rent which might reasonably be expected on completion of the works.
- b. Given the nature of the type of works eligible for Disabled Facilities Grants, it is unlikely that there would be any increase in the value of the property. This would mean that any application made by the Association would be likely to attract little or no grant. In the majority of cases, therefore, it will be advantageous for the application for grant to be made by the person with disabilities rather than by the Association.

2.10 Payment of Grant

- a. Payment of any grant awarded will normally be made in whole after the completion of the works. Payment is conditional upon the works having been carried out to the satisfaction of the Local Authority. The Authority must also be provided with an acceptable invoice, demand or receipt.
- b. It should be noted that if any of the works had been carried out BEFORE grant was approved, then the costs of those works already completed would not be eligible for any grants.

2.11 Examples Of "Structural" Features and Portable Aids and Equipment

2.11.1 "Structural" Features

The list below, while not exhaustive, gives a number of examples of items which are provided for a disabled person, are admissible for HAG. These are items which because they are fixed for become part of the structure of a dwelling, may be regarded as "structural".

- a. General Alterations
 - extensions or alternations to provide bathroom, wc or bedroom etc., with level or suitably ramped access.
- b. Garaging and External Facilities

- widening of garden paths
- car-port and/or undercover access to the dwelling if practicable
- remote control garage door opener to existing garage used by disabled drive
- enclosed area for electric wheelchairs with recharging facilities.

c. Approaches to Entrance Doors

- fixed ramp in place of steps
- modification of steps, for example, to widen treads or incorporate half-steps
- handrails or balustrading to ramps or steps (also in other parts of the dwelling where necessary)
- door-call and entry-phone system

d. Doors and Windows

- widening or rehangng of doors to permit wheelchair manoeuvre
- substitution of sliding or bi-f old doors for side-hung doors
- suitable ironmongery, for example, lever in place of knob handles, pull handles and rails to doors or kicking plates.
- protective edging to door frames and hanging stiles
- remote control window openers
- conversion of window to french window where no other wheelchair access to the garden is available
- alternation to windows to give satisfactory sight-lines for people in wheelchairs
- larger windows for visually impaired people

e. Staircases and Vertical Circulation

- additional handrail to staircase
- gate at head or foot of stairs
- stairlift installed over staircase, for standing or seated use, or with platform for wheelchair
- vertical homelift or hoist

f. Water Services

- substitution of lever for screwdown tap
- re-fixing of taps at convenient level
- remote control valves for taps
- thermostatic control for shower

- relocation of control valve for mains water supply

g. Electrical and Heating Services

- re-fixing of socket outlets at a convenient level
- additional socket outlets
- rocker light switches
- alarm call
- loud bell for people who are hard of hearing
- relocation of pre-payment meters
- relocation of thermostat, or heating controls
- relocation of main switches for gas or electricity
- central heating, or supplementary radiators to existing installation
- fixed heating appliance (gas or electric) in place of open fire or other solid fuel appliance
- fluorescent lights in kitchen, bathroom and working areas for visually impaired people
- warning systems for people who are hard of hearing, e.g. flashing lights
- provision of power supply for electric hoists suspended from ceiling track

h. Provision for Lifting Aids

- reinforcement of ceilings and provision of track for personal hoist.

i. Acoustic Insulation

- acoustic insulation, (for example in households where there is an exceptionally noisy and disruptive child).

j. Entrance Halls

- letter cages
- delivery shelf
- relocation of clothes hanging rails (also in bedrooms)

k. Kitchens

- alterations to provide fixed storage units, worktops and sink units at convenient levels
- built-in cooker for use by disabled person
- waste disposal unit to sink

l. Bathrooms and WCs

m. Storage

- storage provision for wheelchair

2.11.2 Portable Aids and Equipment

a. Approaches to Dwelling Entrance

b. Electrical and Heating Services

- electrical heating or ventilation controls
- induction loop for people who are hard of hearing
- telephone installations
- portable heaters
- portable lamps and/or dimmer switches for visually impaired people

c. Hoist and Vertical Circulation

- portable manual or electric hoists

d. Kitchens

- tap turners
- special kitchen utensils or portable cooking equipment

e. Bathrooms and WCs

- portable wc seat raiser
- portable or reusable support rails or support frames