

Repairs Responsibilities Guide

This document is a summary guide to the repair's responsibilities of both customers and ECBHA for its social rented homes.

Responsibilities may vary for shared owners and leaseholders who should consult the lease for additional clarification.

Repairs responsibilities are based upon general maintenance and fair wear and tear. **Customers are responsible for damage that is a result of customer negligence, error or unreasonable behaviour.** In these situations, ECBHA reserves the right to recharge customers for such repairs.

Vulnerable Customers

ECBHA is aware that some more vulnerable customers may not be able to carry out some or all repairs that would normally be considered their responsibility. In these situations, ECBHA will work with customers on a case-by-case basis to ensure that necessary repairs are completed.

Improvements & Changes

We know that some customers undertake their own improvements and changes to properties. Consent should be gained for such improvements and changes from ECBHA before being undertaken.

Where improvements have been done with the consent of ECBHA they can potentially be formally adopted by the association. If we agree to adopt an improvement ECBHA will take over the subsequent responsibility to maintain it. However, if any repairs or replacements are needed, these will be inline with the same specification that would be provided in our other homes.

Improvements and changes that have been carried out without the consent of ECBHA are the responsibility of the customer. Where an unapproved improvement or change impacts of ECBHA's ability to carry a repair for which it its responsible, we will endeavour to minimise damage to the improvement but will not be responsible for reinstating it.

In some instances, you can receive compensation for improvement under Tenant Rights to Make Improvements legislation. Details regarding this are outlined in Appendix 1 of this document.

Type of Repair	Responsibility
1. Gas:	
<p>Gas Leaks</p> <p>Customers Must Call Cadent Immediately: 0800 111 999</p>	<p><i>Cadent will make leaks safe free of charge.</i></p> <p><i>ECBHA will take responsibility for necessary repairs</i></p>
Gas meter	Gas Supplier
Bleeding radiators	Customer
Relighting pilot light	Customer
Adjusting central heating boiler pressure and water temperature	Customer
Landlords gas appliances (fires and boilers) testing, maintenance, and repairs	<p>ECBHA</p> <p><i>Customer owned gas cookers will be tested as part of annual gas safety tests.</i></p> <p><i>If a customer's gas cooker fails a test it will be disconnected, and the Customer will be responsible for its repair/replacement and reconnection by a GasSafe registered plumber/engineer.</i></p> <p><i>ECBHA will then undertake a full re-test of the gas systems at the property.</i></p>
Gas and central heating related pipework, flues and valves	ECBHA
Gas pipes and appliances provided by ECBHA	ECBHA
2. Electrics:	
Electric meter	Electricity Supplier

For power cuts call National Grid in the first instance on 105	
Fuse board / consumer units	ECBHA
Resetting trip switches	Customer
Electrical wiring including sockets, switches, pendant bulb holders and bathroom / kitchen light fittings.	ECBHA <i>Customers are responsible for any alternative light fittings, sockets and switches that they choose to have installed. If these fail an electrical safety inspection, they will be replaced by ECBHA with a standard item and the association reserves the right to recharge the cost to the customer.</i>
Lightbulbs - General	Customer
Fluorescent tubes, starter motors and bulbs in sealed kitchen / bathroom fittings.	ECBHA
Customer owned appliances, fuses and plugs	Customer
Landlord supplied electrical appliances including extractor fans	ECBHA
Doorbells / security alarms	Customer
Communal door entry systems	ECBHA
Electric system testing to meet NICEIC regulations	ECBHA
3. Bathroom, Kitchen & Plumbing:	
3a. Freshwater	
Freshwater supply pressure and meter (if fitted) If you have no or very low water pressure please call United Utilities on 0345 6723 723	United Utilities
Freshwater supply pipework from water main through to taps / outlets.	ECBHA

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Internal / external freshwater stop taps, taps and outlet fittings including outside taps if fitted.	ECBHA
Tap washer replacement (to stop dripping)	Customer
3b. Bathroom Fittings:	
Bath, basin and toilet replacement	ECBHA
Bath panel replacement	ECBHA
Blocked bath, basin, sink, shower	Customer
Broken toilet seats (refix or replace)	Customer
Bathroom plug or chain replacements	Customer
3c. Showers:	
Shower cubical / enclosure	ECBHA
Shower mixer and rail riser	ECBHA
Shower hose and shower head	Customer
Shower curtains	Customer
3d. Kitchens:	
Kitchen wall and base units, sinks and worktops	ECBHA
Resecuring loose unit doors, handles and draws	Customer
Kitchen plug or chain replacements	Customer
Plumbing/fitting Customer owned domestic appliances	Customer <i>Customers are responsible for ensuring a gas appliance connections are made by a GasSafe registered plumber/engineer.</i>
3e. Drainage:	

Leaks to wate pipes and drains within the property	ECBHA
Clearing of traps / U bends	Customer
Unblocking toilets	ECBHA
Unblocking property drains within its garden boundaries	ECBHA
Unblocking public sewers and 'lateral' connecting drains that serve more than one property both within the garden boundaries and beyond.	Resident to contact United Utilities
3f. Related items:	
Removal and replacement of silicone sealants in bathrooms and kitchens	Customer
Wall tile repairs and replacements including grouting	ECBHA
4. Decorating & General Internal	
Repairing significant cracks (over 5mm) and holes (over 2.5cm) in walls and ceilings that are not the result of customer damage	ECBHA
Repairing minor cracks (less than 5mm) and holes (less than 2.5cm) in walls and ceilings and any larger damage that is a result of the customer	Customer
Floorboards	ECBHA
Staircases, handrails and balustrades	ECBHA
Curtain poles, rails, tracks and blinds installation, repair, and replacement	Customer
Adjusting doors to accommodate carpets including refixing draft excluders / smoke strips	Customer
Doors, frames, hinges, architraves and skirting including the easing of sticking doors and health and safety related provisions such as door closers	ECBHA

Internal draught proofing	Customer ECBHA Loft insulation
Fitting additional security/safety devices, for example spy holes and safety chains	Customer
Tightening and maintenance of internal door handles and latches	Customer
Cutting of keys and/or replacement of any security fobs	Customer
All internal painting and decorating, including papering, woodwork, coving	Customer
Replacing batteries in smoke and heat alarms that are not hardwired	ECBHA
Precautions to prevent condensation and its removal when it occurs to reduce the risk of damp and mould.	Customer
Addressing damp and mould issues including ensuring there is adequate ventilation in place	ECBHA
Floorcoverings	Customer <i>Floor coverings from an outgoing tenant, if deemed in good condition, may be gifted to an incoming tenant.</i> <i>If ECBHA replaces a kitchen or bathroom and the existing floor covering is insufficient due to changes of layout / fittings, then ECBHA will provide a replacement floor covering that the customer can choose from a standard range. This will then be gifted to the customer.</i>
5. General External	
5a. Gardens and Boundaries:	
Gardening including the maintenance of trees, grass, hedges and shrubs. Removal of garden pots, planters and other gardening related waste	Customer/ unless previously agreed in writing by ECBHA

	ECBHA for communal gardens only
Control and removal of trees and invasive weeds causing, or likely to cause structural damage.	ECBHA
Installation, maintenance and removal of garden sheds (and similar storage / outbuildings), awnings, decking and other garden features.	Customer <i>Installation requires consent of ECBHA</i>
Bins - provision, cleaning, repair and replacement	Customer ECBHA for communal bins only
Any customer installed TV aerials, points or satellite dishes	Customer ECBHA for communal installations only
Washing lines and rotary dryers	Customer ECBHA for communal facilities only
Clearing of rainwater grids, channels and gullies	Customer ECBHA keeping gutters clear and in good order
Removal of health and safety dangers to fencing, gates, gate posts and boundary walls	ECBHA
Repairs to fencing, gates, gate posts and boundary walls provided by ECBHA	ECBHA
Increased height of, additional or changed fencing and/or gates.	Customer <i>Installation requires consent of ECBHA</i>
Make safe health and safety hazards in paving ensuring at least a 1 flag wide path to the front door and around to the rear door.	ECBHA
Sweeping, cleaning and removing weeds from paths and driveways	Customer
5b. External Building Features	
External walls including damp proof course	ECBHA

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Ensuring no planting or garden items are breaching the damp proof course or blocking air bricks and vents	Customer
Roof and roofline timber/uPVC including the maintenance and clearing of gutters	ECBHA
Repairs and replacement of any exterior timber/uPVC on the main structure	ECBHA
Cleaning of any uPVC on the main structure	Customer
External doors including faulty hinges, locks letterbox and associated ironmongery	ECBHA
Lock changes due to stolen/missing keys	Customer <i>This can be carried out by ECBHA to ensure security of the dwelling; however, this can be recharged unless a crime reference number is provided.</i>
Doorsteps, thresholds and any handrails provided	ECBHA
External windows and window frames including faulty hinges, locks and failed double-glazed sealed units	ECBHA
Boarding up and re-glazing of doors and windows	Customer <i>This can be carried out by ECBHA to ensure security of the dwelling; however, this can be recharged unless a crime reference number is provided.</i>
Replacement of window lock keys	Customer
Removal of mice, rats, wasps and other vermin / infestations.	Customer <i>This can be carried out by ECBHA if necessary to safeguard the dwelling, however this can be recharged if any infestations are a result of tenant negligence.</i> <i>Due to the location of Eldonian Village ECBHA will undertake measures to attempt the control</i>

	<p><i>rats/vermin in the locality, however dwelling specific issues remain the responsibility of the customer.</i></p>
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Appendix 1: Tenants Right to Make Improvements & Compensation.

The right to compensation for improvements means that customers have the right to be compensated for qualifying improvements with compensation payable at the end of the tenancy.

A qualifying improvement is one which has received the prior written consent of the Association (this excludes any improvements that are carried out by means of a grant). The amount of compensation payable is based on the costs incurred by the tenant(s), depreciated over time.

Any tenant(s) who wants to carry out an improvement, must first of all apply to the Association, in writing, detailing the improvements they intend to carry out. The Association's written approval must be given before any works can begin. It should also be noted that although a proposal for an improvement on the list is acceptable in principle, it may nevertheless be rejected in particular circumstances of the case due to the following:

- It is too costly
- It is out of keeping with the rest of the dwelling
- It will be unduly expensive to maintain
- It will make the dwelling difficult to let in the future
- It will be unsuitable for possible future occupants
- It is one that the Association expects to make within a reasonable time

All requests for qualifying improvements are to be carefully considered on their merits by the Association, and where necessary, a site inspection will be carried out.

Procedure

Customers(s) must submit 3 estimates from qualified contractors in the relevant field, stating which estimate they wish to accept and why. It is usually the Association's practice to accept the lowest estimate. Only when the Association has agreed the estimate in writing can the tenant(s) instruct the contractor to start work.

Tenant(s) must advise the Association once the work has been finished so that the Association can visit the property and check that the work has been carried out entirely to its satisfaction, and any relevant certificates or guarantees are obtained.

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Compensation payments are not payable under this policy until the tenancy comes to an end, and at this time, the value of the improvement would be depreciated according to the age of the improvement based on the associations standard depreciation calculations.

If the tenant leaves a successor, that successor may be entitled to compensation if they later end the tenancy.

Rent arrears, or other monies due to the Association when the tenancy ends (including any costs the Association may incur by failure to abide by the terms of the tenancy agreement when vacating the property), will be off set against any compensation due under the policy.

All claims for compensation under this policy must be received in writing within 1 month of the end of the tenancy.

No compensation will be paid in the following circumstances:

- The tenant(s) did not get the Association's written permission and follow the procedures laid down within the policy.
- The improvement has to be replaced during it's notional life.
- The Association obtains a court order for recovery of possession of the property based on breach of the tenant(s) obligations.

Qualifying Improvements

Listed below are qualifying improvements under the Right to Compensation for Improvements:

Bathroom suite replacement

Shower replacement

Kitchen replacement

Additional kitchen units

Kitchen work surfaces

Installation of fixed heating appliances