		<b>Repairs &amp; Asset Management Policy</b>					
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2	Repairs & Asset Management Policy	P Latham	Feb 2025	Board	Feb 2025	Feb 2025	Feb 2028

## 1. Introduction

This policy seeks to set out Eldonian Community Based Housing Association's ("ECBHA's") ("the Association") approved policy positions regarding the repair, maintenance and asset management of the organisation's homes.

This policy sets out how ECBHA intends to comply with the relevant legislation and regulatory requirements and guidance.

ECBHA seeks to be transparent with all stakeholders regarding its performance, compliance and assurance with this policy.

The document is relevant to all ECBHA employees, customers, contractors and other persons or other stakeholders delivering or affected by activities and ECBHA homes and services.

## 2. Repairs And Maintenance Policy

ECBHA is committed to keeping its properties in a good condition and in doing so will meet both its statutory and contractual responsibilities.

### 2.1 Main Principles

The purpose of this policy is to ensure that ECBHA's housing stock is kept in the best possible state of repair, that the Association's customers receive the highest standard of service, and to ensure that all repair work is undertaken in a professional and efficient manner.

It is also necessary to meet the legal and health and safety obligations as a landlord. In addition, the Association aims to meet the challenging performance targets it has set, to improve the service received by its customers and to keep the maintenance expenditure within defined annual budgets.

### 2.2 Aims of the policy

The aims of the ECBHA's Repairs and Maintenance Policy are:

- To ensure that all statutory and contractual obligations are met.

- To achieve high standards of customer care.
- To provide a responsive and effective service to customers and to commit to a Value for Money (VFM) approach.
- To maintain the capital assets of the Association by keeping the housing stock in a good state of repair.
- Ensure that every property is warm, comfortable, and watertight.
- Ensure that every property and all local areas are safe.
- Minimise the proportion of expenditure on day-to-day repairs and maximise that spent on planned maintenance.
- Minimise void re-let time.
- Consult and engage customers in decisions about the maintenance service delivery, service standards, monitoring the service and feedback.
- Monitor performance of staff and contractors and implement improvements as per the service improvement action plan.
- Establish good working partnerships with contractors and shareholders to achieve the best possible results and to embrace VFM strategies.

### **2.3 Compliance**

The Association is committed to ensure that its buildings and all repairs and maintenance undertaken meet necessary legal and contractual obligations. It will comply with the law and ensure that, as far as is reasonably practicable, all contractors observe current practices under the law when providing their services to the Association.

The legal requirements are contained in the following legislation:

- The Landlord and Tenant Act 1985
- The Housing Act 1985 & 1996
- The Public Health Act 1936
- The Environmental Protection Act 1990
- The Defective Premises Act 1972
- The Health and Safety at Work Act 1974
- The COSHH Regulations
- The Building Regulations
- The Gas Safety (Installations and Use) Regulations 1998
- The Construction Design and Management Regulations 1995
- The Decent Homes Standard 2006
- The Homes (Fitness for Human Habitation) Act 2018

In respect of specific contracts, it will be the Association's policy to bring to the attention of the main contractor the need for compliance with relevant legislation.

## **2.4 Managing Maintenance**

The Association will ensure that its properties are well maintained by:

- Employing staff and contractors with appropriate level of competence
- Devoting adequate resources and funds
- Enforcing service standards and performance controls

## **2.5 Definition of Responsive Repairs**

Day to day repairs include the failures of plant, equipment, services, or elements of the building. They are generally reported by customers in various ways or are identified by staff on site. Repairs can also be accidental or malicious which will be followed up using the rechargeable repairs procedure.

The Association aims to deliver its maintenance services to a high standard, and it has service standards to highlight how this can be achieved (see repairs service standards). The association uses the following categories to identify how best to resolve the repair:

### **Category 1 – Emergency (24hrs)**

Emergency repairs include all repairs that could endanger the safety, health or security of the customers, visitors, contractors, or members of the public. Emergency repairs also include serious damage to the building structure the purpose of carrying out emergency repairs should be to remove the danger within 24 hours.

All associated works will normally be completed within 5 days. Types of emergency repairs include gas leaks, serious electrical faults, burst pipes, blocked drains, securing properties after break-in, damage etc., and loss of water or all forms of heating.

### **Category 2 – Urgent (5 Working Days)**

Urgent repairs include all repairs that may cause discomfort or disruption to the customer or is likely to cause further deterioration to the structure, fabric, fittings, fixtures or services to the property. Types of urgent repairs include direct water penetration, faulty heating systems, loss of hot water, minor electrical works, minor plumbing works, making good following an emergency repair e.g., re-glaze following board-up. Any type of repair to the Associations equipment e.g., cookers, fridges, washing machines etc., would be treated as urgent.

### **Category 3 – Routine (15 Working Days)**

Routine repairs include all repairs that are not affecting the health, safety or security of the customer or structure of the property and do not prevent the reasonable occupation of the property. Types of routine repairs include plastering, repairing/replacing internal joinery and fittings, easing doors etc. Repairs which are part of a cyclical or planned maintenance programme are not usually included.

### **Category 4 – Adaptations/ Fencing/ outside groundwork/ Discretionary (no time limit)**

Category 4 repairs relate to those maintenance jobs which by their nature are going to take in excess of 15 days for example major adaptations requested by an occupational therapist or non routine repairs such as renewing fencing (however removing danger if fencing collapses is likely to be Cat 1 or 2 depending on the danger, or discretionary repairs include repairs which it is not the Association legal responsibility to carry out, but may agree to do in special circumstances, e.g. unblock sinks for elderly or disabled customers.

### **Category 5 – Void Repairs**

Void repairs are all repairs required to bring an empty property up to the Associations re-let standard once a customer has vacated the property. These repairs may include replacement of fixtures, fittings, and any other routine repairs. Redecoration vouchers maybe offered to the incoming customer when appropriate. The standard rates are included in this policy. The Association may decide to redecorate a property as part of the void process but only when it is decreed necessary in order to re-let a property quickly or when a property has been empty for a significant period and the poor standard of decoration is preventing it from being re-let.

## **2.6 Repairs Appointments**

All customers are entitled to reasonable notice of visits to carry out non-emergency repairs. We will encourage contractors to offer at least three working days notice, however if it is convenient to all parties this can be reduced or waived.

Customers can request longer notice periods for repairs visits at the point of reporting the repair. Customers will be notified if accommodating such a request will mean the overall target date for the completion of the work will be impacted.

Contractors, when on site, are permitted to speculatively visit neighbouring properties that have outstanding repairs orders to complete works if this supports efficient and effective repairs service delivery. However, customers have the right to decline such speculative requests as all repair visit appointments must be mutually convenient and agreeable for all parties.

ECBHA will provide customer contact details to contractors to arrange repair appointments. Within contract management meetings ECBHA will reinforce with contractors the compliance requirements and the organisation's expectations regarding the sharing, storage and use of this personal data.

## **2.7 Repairs Defects**

Following initial construction or significant works, defects are faults in a building that are caused by failures in design, workmanship or materials that can be identified by reasonable inspection usually by non-technically qualified people. Defects do not include items that are considered cosmetic or snags.

The defect liability period between ECBHA and the contractor/developer will be agreed between ECBHA and the contractor/developer prior to commencement of a contract. This is generally a period of 12 months from the date of practical completion but can sometimes be extended. Once the defects liability period has finished, issues will usually be addressed as repairs as per our wider repairs and maintenance policies.

Customers can report defects in the same manner as general repairs, however they will be processed differently by staff. Defects should be reported when they are first discovered to give us the best opportunity to rectify issues. We are unable to accept reports of any defects after the warranty period has expired. We will confirm to the customer

that the issue has been accepted as a defect and that it has been forwarded to the relevant contractor/developer for action.

We will aim to respond to defects in the same timescales as we would for general repairs, however this may be impacted by the contractual obligations of the contractor/developer and if the defects will need to be referred to any third party insurer or accreditation scheme applicable to the works and/or development.

Where a contractor/developer provides an out of hours service for emergency defect resolution, the ECBHA out of hours service who will pass the defect details to the contractor/developer for attendance rather than the usual out of hours contractor. In the event that the contractor/developer does not provide an out of hours service, then the usual ECBHA out of hours contractors will make safe only before the matter being referred to the contractor/developer for full resolution.

Prior to the end of the defect liability period, we will conduct an end of defects inspection of each property and the communal areas. The purpose of this inspection is to capture any defects that may remain or have not been picked up. This visit may also be used to capture any items that required monitoring during the defect liability period such as settlement.

We undertake post-inspections of completed defect repair works to ensure that the quality of repairs is satisfactory and, if applicable, repair works adhere to the relevant warranty providers technical requirements.

## **2.8 Repairs & Property Monitoring & Recording**

The Association will monitor its performance in effecting repairs in line with the identified priorities. The Association will keep full records on the maintenance history of each property from hand over and wherever possible the relevant Health & Safety files. These files contain all relevant information such as:

- Drawings
- Schedules
- Construction methods and materials
- Sources of materials/plant/components
- Dates when component parts have been replaced.

The Association will review performance records annually and implement changes to improve the service and to further ensure value for money.

## **2.9 Decants**

From time-to-time tenants may have to move out of their home on either a temporary or permanent basis to enable work to be undertaken. ECBHA staff will make arrangements for the relocation and will keep customers informed on the progress of the works. For further information please refer to the ECBHA Decant Policy.

## **2.10 Damage caused by Police**

Occasionally the police may need to effect entry to a home to detect or prevent a crime. If it is found that the Police have lawfully entered the property, the cost of any resultant repairs will be the tenant's responsibility. If the tenants fail to make good the damage ECBHA reserves the right to do the work and charge the tenant(s). Where no evidence of a crime is found ECBHA will rectify the damage and may pursue the Police for recompense.

## **2.11 Vulnerable People**

ECBHA recognise that some tenants are vulnerable and may require an enhanced repairs service either on a permanent or temporary basis. ECBHA will strive to provide this enhanced service and work with external agencies and its repairs contractor to ensure those tenant's needs are known and acted upon.

## **2.12 Control of Contractors**

The Association will monitor the contractor performance and communicate any issues to the appropriate manager. Regular meetings will be used to resolve any service difficulties, improvements, problems, and customer feedback. Performance will be monitored in several ways, including but not limited to:

- Calculating the number of works orders complete within timescales.
- Assessing feedback from customers/staff
- Reviewing hourly rates and standard charges
- Scrutiny of invoicing and invoicing process

Any serious issues will be reported to the contractors immediately and followed up at the next meeting. Emergency meetings can be called at any time by either party if required. Every effort will be made to resolve any issues by supporting the contractor through any procedural or performance improvements.

When instructing contractors to complete works, the Association must avoid over reliance on any particular contractors for responsive repairs.

When appointed to the approved list, contractors will be provided with a copy of the Association's Code of Conduct for Contractors. This document outlines the minimum standards the Association expects from contractors relating to customer care, courtesy, cleanliness, and respect.

## **2.13 Planned Maintenance**

Planned maintenance consists of the replacement or renewal of components at planned regular intervals to prevent the breakdown of services or building elements. This may be carried out when the planned life of the element is about to expire and maybe evident from the regular minor breakdown of plant, equipment, and services. In the case of building elements/components, initial deterioration will have set in, and preventative maintenance is required to counteract more serious deterioration of the underlying structure or the replacement of components prior to final failure.

A 30-year plan or complete stock condition surveys will be used to minimise the need for responsive maintenance. Examples of planned maintenance include the replacement of bathroom and kitchen fittings, window/door replacement, renewal of floor coverings (if installed by the Association), replacement boilers etc.

When replacing components, equipment or plant more energy efficient options or better carbon rated products should be investigated. The choice of replacement will be determined by:

- Practicality/suitability
- Environmental considerations
- Energy rating
- Cost and payback periods

Wherever possible re-cycling of removed components, parts, equipment will be investigated as part of the prestart procedure.

## **2.14 Keeping Customers Informed**

We will ensure:

- Customers are not left without cooking, heating or washing facilities (for any lengthy period of time) whilst work is being completed.
- Customers have a direct point of contact during the works for any enquiries.
- Customers will receive written confirmation when their home is on the capital works programme. This will explain who will be in contact in relation to the works and when.
- ECBHA and Contractors will arrange and agree a convenient time with customers to start any planned works and give Customers a time by which they will be completion.

## **2.15 Cyclical Maintenance**

Cyclical maintenance includes:

- The external redecoration of the village and the internal and external painting of the communal areas of Robert Lynch House, Sibert House, Kingsway Court, Lockfield View and The Eldonian office. External painting/staining will be undertaken at least every 5 years.
  - A fixed hardwire electric check of all our properties to be undertaken every 5 years (or when a property becomes vacant).
  - Flushing of central heating systems recommended every 8 years.
- These are examples of the type of cyclical maintenance the Association currently undertakes

## **2.16 Budgets**

The Association will set budgets annually to cover responsive, cyclical, and planned maintenance expenditure. The budgets will be agreed by Board at the annual budget meeting. The Association aims to keep costs within these pre-defined budgets. Expenditure will be monitored against budgets on a month-by-month basis and the appropriate manager will provide quarterly expenditure reports to Board.

## **2.17 Reporting**

The Association will report to Board quarterly on areas of the maintenance service, the list is not exhaustive but includes:

- Expenditure against budget
- Number of jobs completed within target time.
- Number of jobs outstanding any reasons why outstanding if known
- Number of jobs completed on first fix.
- Customer satisfaction
- Annually – the average end to end time to complete all Cat 1,2 & 3 repairs.
- Annually – the number and cost relating to installing adaptations.

- Annually – void repair costs

The importance of receiving real time information is imperative and is key to monitoring the maintenance service and to controlling the maintenance expenditure. Any issues relating to poor performance will be identified and discussed with the contractors in the regular meetings.

## **2.18 Service Improvement**

Any significant improvements identified through customer focus groups, service feedback, performance monitoring and suggestions will be discussed and entered onto a service improvement action plan. The plan will set out type of improvement, cost, impact to customers, implementation timescales etc. The plan will be reviewed by Board quarterly or as and when needed.

## **2.19 Stock Condition Surveys**

The Association is committed to planning for the future maintenance of its housing stock. It will therefore commit to review the stock condition survey annually and undertake a new condition survey as and when needed. Any planned works, re-let works, or replacement works undertaken needs to be added to the stock condition surveys annually.

## **2.20 Out of Hours Reporting**

The Association will provide an “out of hours” emergency repairs service to all customers. This will constitute at least one phone number being made available for customers to report emergency repairs when the office is closed. If the repair is an emergency, then a verbal instruction will be given to the out of hours contractor to repair, make safe or replace.

Any following on works will be completed, when possible, within a five-day period following the initial report. If the repair is not an emergency, it will be dealt with as a normal repair the next working day.

Any customer abusing the emergency service may be recharged for the wasting of staff/contractors’ time. (See Rechargeable Repair Policy)

## **2.21 Insurance Claims**

ECBHA will insure the fabric and structure and certain fixtures and fittings but WILL NOT insure the tenants’ contents. Tenants are responsible for insuring their own belongings. Therefore, in the event of any major accident such as fire or flood ECBHA will repair the building fabric, but it is a tenant responsibility to replace any home contents and for any consequential loss.

The Association is obliged to have buildings insurance cover on all its properties. If a potential insurance claim arises from criminal damage, vandalism or theft, the incident will always be reported to the police. A claim will usually be made through the Association insurance brokers. However, each case will be assessed individually depending upon the excess payable and cost of repair. Tenants are reminded that the Association only insure the buildings, tenants **must** insure their own contents including anything kept in garden sheds.



## **2.22 Rechargeable Repairs**

ECBHA must ensure that its resources for repairs are maximised and therefore will recharge tenants for repairs that are not ECBHA's responsibility e.g.

- Lost keys
- If ECBHA has to carry out a repair which has been caused through damage, either wilful or accidental by family, friends and visitors.
- See full details in the Rechargeable Repair Policy)

## **2.23 Customer Improvements**

The Association's tenants have a right to carry out improvements to their homes. All improvements must be approved in writing by the Association before any works commence. All improvements must be carried out by suitably qualified contractors who carry the necessary trade qualifications and insurances.

Where appropriate, improvements must be covered by the correct installation certificate, a copy of which shall be deposited with the Association. Any works that are completed without the prior consent of the Association must be returned to the original state by the tenant at no cost to the Association.

Tenantss will be responsible for any repairs to their own improvements and will be responsible for replacing them, at no cost to the Association, when needed. Tenants should remove any improvements they have made and return the property to its original condition if they leave the property. The Association reserve the right to remove any improvements not removed by the customers when they leave and recharge the outgoing customer the cost of any work incurred.

## **2.24 Selection and Appointment of Contractors**

All contractors will be required to complete an application form for inclusion on the Association's approved contractors list.

The Association will review the approved list on an annual basis and will report to the Board taking into account the following criteria:

- Past performance
- Financial health and status
- Organisational capacity including staff and vehicles.
- Tax status
- Liability and other insurance
- Current workload
- Experience of comparable work
- Technical competence
- Commitment to customer services and equal opportunities

The Association will ensure that there are sufficient contractors for each trade to cover the necessary repairs as per the agreed service standards.

All works relating to gas or electrical installations must be completed by appropriately trained operatives' e.g., Gas Safe Registered, NICEIC members etc... Evidence of the certification must be provided before each person(s) starts work on the Associations properties and filed in the gas/electrical maintenance file.

## **2.25 Appointment**

When appointing a contractor, consideration should be given not only to the nature of the works required but also to the geographical location of the repair, to minimise travelling time and other associated expenses.

When adding contractors onto the contractor list a report will be compiled and presented to the Board for approval. The office will maintain a file of all completed application forms from contractors appointed to the approved list. The list will be reviewed by the Board annually in line with the stated policy criteria.

## **2.26 Contractors**

Any appointed contractors will have appropriately trained and skilled staff to carry out the repairs. On attending a property all operatives will:

- Be polite and courteous at all times.
- Take care not to damage tenants' possessions, or property by using Dust sheets/covers as required.
- Ensure tools and materials are not left in a dangerous position.
- Clear and take away all rubbish resulting from the job.
- Ensure services affected by the repair are working before leaving.
- Give an explanation if the repair is going to be delayed.

## **2.27 Reporting and Ordering of Repairs**

Customers are advised to forward requests for repairs to:

- the Associations office,
- by telephone,
- email,
- in person or to any member of staff.

The staff member will obtain as much detail as possible so that the category of urgency can be identified, and an order instigated. The repairs and maintenance officer should classify the repair as:

- Emergency,
- Urgent,
- Routine
- or other in accordance with this policy.
- Care should be taken when identifying the category and all staff should err on the side of caution.

A contractor will be selected from the approved list for the required trade. When appointing a contractor to complete the works an official order should be used. **ALL REPAIRS MUST HAVE AN OFFICIAL ORDER.**

However, in the case of emergency it may be necessary for the contractor to be instructed by telephone to undertake works, and the corresponding order is to be issued within two working days. All relevant information needs to be passed to the contractor, type of repair, urgency classification and completion due date. Copies of works orders will be kept for a complete repair history and stock condition data.

Works up to an estimated value of £500 (inc VAT) may be ordered on a day work basis without quotation. Only in special emergency circumstances can work over £500 (inc VAT) be completed with only one quotation.

Works up to an estimated value over £1,000 (inc VAT) and less than £15,000 (inc VAT), two independent quotations will be required to ensure value for money is obtained and no works up to this value are ordered without a competitive mini-tender.

Where the estimated value of works exceeds £15,000 (inc VAT), the contract will normally be put out to competitive tender. At least three contractors must be invited to bid, and a JCT contract will be drawn. The Association operates a fair and competitive procedure in accordance with the National Joint Consultative Committee guidelines. The lowest quotation/tender would normally be accepted, subject to avoiding placement of a disproportionate amount of works with one contractor.

However, the Board may decide after a pricing exercise to award the contract to a contractor where in addition to value for money, other objectives can be achieved e.g., as part of a local initiative to stimulate local employment, building sustainable communities or building for the future and other community-based projects.

## **2.28 Authorisation Limits for Ordering of Repairs**

Up to £250	Any member of staff
£250 to £500	Housing Officer/ Repair Officer
£500 to £10,000	2 members of Senior Management Team
£10,000 to £15,000	3 members of Senior Management Team

Any expenditure above £15,000 (inc VAT) must be in the Budget, have been out to competitive tender or specifically approved by Board.

In the event of any absence of the above personnel, the authority level should be delegated upwards.

## **2.29 Inspections**

The Association will ensure that systems are in place to minimise the risk of fraudulent claims, rechargeable repairs and to ensure value for money and quality control. Therefore, inspections of repairs work will be as follows:

- 20% of all responsive repairs and 100% inspection of all others
- Inspect all cases of unusual repairs, repetitious repairs, customer damage and cases where the correct diagnosis cannot be obtained from verbal communication.
- Undertake regular spot-checks to ensure that jobs in progress are being carried out correctly.
- 100% Inspection of void properties before and after works are completed.
- 100% of all adaptations

Post Inspection of:

- 10% of all completed works.
- All works where the repair cost is over £100.
- All major works
- All planned and cyclical works (including interim meetings and site inspections)

The Association will monitor its performance on a quarterly/annual basis and complete maintenance reports for presentation to the Board. Any issues identified can be brought to the contractor's attention at the regular meetings or for emergencies immediate action may be required.

## **2.30 Repairs to Void Properties**

The Association will only re-let a property once it has been established that it conforms to legislative and lettable standards. In order that it may be of a lettable standard, a property must:

- Be structurally sound.
- Have had a gas safety check.
- Have had an electrical safety check.
- Have a valid Energy Performance Certificate (EPC)
- Be free from pest infestations.
- Have a fully operating heating and hot water system.
- Have a drinking water supply.
- Have adequate drainage and sanitation systems.
- Be free from damp.
- Be in a reasonable state of decoration.

Further details are located in the Lettable Standard.

Properties will be inspected where practicable within two working days of the Association being notified that a property is vacant. The property should be inspected using the void property inspection sheet. The property should be marked against the lettable standard including the Health and Safety check.

Wherever possible a pre-void inspection should be completed. Any customer/tenant damage or items that need repair can be completed during the notice period. Any repair which is deemed to be tenant damage, or any cost associated with bringing the property up to the agreed standard and which is the responsibility of the out-going customer, these costs should be pursued following the Associations rechargeable repairs procedure.

Following the void inspection all associated works should be completed with-in a 15-day period wherever possible. However, any void property requiring major works will be completed with-in an agreed timescale. These types of property should be excluded from any re-let performance calculations, so as not to distort any data.

If necessary, the Association will install extra security to the void property. Extra security covers items such as, temporary intruder alarms, steel shuttering to windows and doors and in extreme cases employ a security monitoring company to patrol required areas.

It may be necessary during the colder months of the year and when a void will be empty for a long period (eg over the Christmas break) to complete frost precautions e.g. draining down of water supplies, wcs, short term running of the heating systems etc.

Internal decoration of properties is the sole responsibility of the customer. However, the Association may provide a payment toward the cost of decorating materials to a new customer depending upon the decorative condition of the property. Allowances will be given in the form of vouchers at £25 per room unless agreed otherwise. Decoration allowances will not be offered to internal transfers or mutual exchanges unless previously agreed.

Following the void inspection, the condition of the decoration will be reported to the Housing Officer and a guideline given using the following standard:

• Living room	£25
• Bedroom	£25
• Hall	£25
• Hall (including stairs/landing)	£50
• Other rooms	£25
• To a maximum of	£250

This payment is given at the discretion of the Housing Officer/Repair Officer. In certain cases, the Association may undertake the redecoration of a void property before re-letting.

Any fixtures or fittings installed by the previous customer which are not the responsibility of the Association will be removed and any costs pursued from the out-going customer following the rechargeable repairs policy. However, should the fittings sufficiently enhance the property then they will be left in-situ. Any fitting or fixture in the property e.g. carpets, cookers, nonstandard light fittings, which the incoming customer would like to retain, and they will be asked to sign a disclaimer to absolve the Association of any future maintenance on such items.

### **2.31 Health and Safety**

The Association aims to provide and maintain safe and healthy accommodation to all its customers. It will provide information and training to staff to ensure that this aim can be achieved.

The Health and Safety Policy will be kept up to date and will be reviewed annually and any changes in the legislation will be added when necessary.

The overall responsibility for health and safety lies with the senior management team, ultimately with the Chief Executive. However, it is necessary for customers to co-operate with the Association to achieve its responsibilities relating to health and safety.

It should be noted that all staff have a responsibility to identify to the management team any person(s) whose actions are endangering the health and safety of others. Remedial action or assistance can then be sought from the Police or from other legislative institutions.

The Association currently undertake a number of Health & Safety checks to our properties these include:

- Annual Gas Safety inspections to all gas installations
- Annual check on all smoke alarms and CO2 detectors installed by the Association.
- Annual Portable Appliance Tests (PAT) all portable electrical appliances provided by the Association.

- Annual Lift Maintenance checks
- Annual Fire Alarm and Fire Equipment checks
- Legionella Risk Assessments

(The above list gives examples of the type and range of safety checks currently undertaken by the Association)

## **2.32 Decent Homes**

The government set targets to ensure that all social housing meets the standards of decency by 2010. A decent home is one that is wind and weather tight, warm and has modern facilities.

At the time of writing all the Association properties are understood to meet the current Decent Homes Standard. The stock condition survey and planned maintenance projects should ensure that these standards are maintained. The stock condition survey will be undertaken every 5 years to seek to revalidate this.

## **2.33 Guidance Regarding HHSRS**

In September 2023 the UK Government provided updated guidance regarding the Housing Health and Safety Rating System (HHSRS) tool and requirements.

The revised guidance was taken into account when the Asset Management Strategy was drafted and the stock condition survey reporting was undertaken in 2024.

The Housing Health and Safety Rating System (HHSRS) is a tool used to assess hazards in customer premises.

The HHSRS is risk-based and covers a range of 29 potential hazards, which are set out in Schedule 1 of the Housing Health and Safety Rating System (England) Regulations 2005.

The HHSRS operates by evaluating the potential risk of harm to an actual or potential occupier from their living environment and is a means of rating the seriousness of any hazard identified. An HHSRS assessment does this by categorising a hazard by seriousness, generating a numerical score that falls into 1 of 10 hazard bands, with band J being the safest and band A being the most dangerous.

As with Decent Homes, at the time of writing all the Association properties are understood to meet HHSR Standards. The stock condition survey and planned maintenance projects should ensure that these standards are maintained. The stock condition survey will be undertaken every 5 years to seek to revalidate this.

# **3 Void Management**

## **3.1 Introduction**

ECBHA values its customers and is committed to providing a high-quality relet service. These service standards highlight how we can aim to achieve and maintain such a high level of service in relation to our void properties.

## **3.2 Scope**

A property is classed as void or empty when there is no current or 'live' tenancy running against the address. The void period is the time between one live tenancy ending and a new tenancy commencing.

Whilst a property is void, ECBHA receives no rental income and may incur other costs whilst the property remains empty.

It is essential that an effective and efficient system is in place to manage all void properties.

ECBHA is committed to ensuring that the turnover of its housing stock is effectively managed to maximise safety, rental income, and meeting housing need.

This policy sets out ECBHA's approach to void management for all stock owned by ECBHA.

Void Management includes the following activities:

- Tenancy termination.
- Inspections.
- Viewings and offers.
- Work to void properties.
- Creating tenancies.
- Management of long-term voids.

### **3.3 Aims & Objectives**

The objective of the Void Policy is to operate an effective void management process:

- To meet all legislative, contractual, and regulatory obligations.
- To ensure value for money in repairing void properties and achieving a ECBHA re-let standard.
- To maximise and monitor customer satisfaction with ECBHA properties and gather refusal data to analyse and inform process, budgets, and future actions.
- To ensure that customers are aware of their obligations and that end of tenancy arrears and rechargeable repairs are prevented.
- To minimise rent loss and time taken to complete repairs and improve ECBHA void properties.
- Ensure productive interdepartmental working essential for an efficient and cost-effective void management process.
- To ensure that ECBHA rehousing applicants are allocated a property, which meets the defined re-let standard.
- To have robust procedures for the recovery of abandoned property
- To monitor and report on void performance to highlight strengths, actions to improve and remain in line with our Asset Management Strategy.
- To ensure that our void policies and procedures contribute to sustainable tenancies.

### **3.4 Legal and Best Practice Framework**

This Void Management Policy and the way in which services are delivered comply with the requirements of the following standards and legislation:

- Localism Act 2011.
- The Housing Act 1985.
- The Landlord and Tenant Act 1985
- The Decent Homes Standard 2006

- The Defective Premises Act 1972
- Control of Asbestos Regulations 2012
- The Homes (Fitness for Human Habitation ) Act 2018
- Gas Safety (Installation and Use) Regulations 1998 (GSIUR) as amended 2018. Approved Code of Practice and guidance.
- British Standard 76+71 as amended (Electrical Installations)
- Data Protection Act 2018 and GDPR.
- The Equality Act 2010.

This policy is also compliant with the Homes England and Regulator of Social Housing Framework – The Tenancy and Home Standard by specifically addressing the following requirements:

- Minimising the time that a property is empty between lettings – taking account of the circumstances of the new tenant.
- Meeting all applicable statutory requirements that provide for the health and safety of new occupants.
- Demonstrating an appropriate balance of planned and responsive repairs, and value for money. The approach should include responsive and cyclical repairs, planned and capital work, work on empty properties and adaptations.
- Ensuring that tenants’ homes meet the standard set out in the Government’s Decent Homes Guidance and continue to maintain their homes to at least this standard.

This policy has links with the Repairs and Maintenance Policy, Allocations and Lettings Policy. It should also be considered in conjunction with the wider policies and policy framework.

### **3.5 Key Performance Indicators and targets**

ECBHA have established a range of key performance indicators which are reviewed annually. These include measurements covering the following:

- Void rent loss.
- Number of properties let.
- Actual and average void turnaround times.
- Voids as a % of total stock.

### **3.6 Monitoring and Review**

These indicators will be monitored internally by the association’s senior management team. The information is also used to highlight areas of concern and, if appropriate, to inform discussions with teams and contractors who can contribute to the overall performance.

### **3.7 Inspections and Repairs**

Where notice to terminate a tenancy is received an initial ‘pre termination’ inspection of the property shall be carried out prior to the customer vacating the property by colleagues from the Housing Department.

The purpose of this inspection is to ascertain the general condition of the property and to advise the customer what is required to end the tenancy satisfactorily.



The meeting and discussions will cover customer obligations linked to outstanding customer related repairs, pre void paperwork and compliance checks to be completed and financial discussions such as the rent account prior to ending the tenancy.

The customer/ tenant will be reminded in line with tenancy obligations, that the association may recharge for any work required due to damage or neglect by the customer/ tenant once the tenancy has ended and how to work with us to avoid any unexpected charges. When the property is vacated and within the void period, it will be inspected, and all statutory repairs will be actioned in addition to those tasks required to ensure that the property is at the ECBHA lettable standard.

ECBHA will ensure that all repairs are carried out promptly to agreed timescales. Occasionally, the association will take the opportunity to carry out major repairs and/or major component replacement and planned maintenance works while a property is vacant.

Non-standard fixtures carried out by or left by previous customer will be replaced and recharged to the outgoing customer as previously advised.

Depending on the decorative condition of the property the association may consider providing the new customer with vouchers to assist with the costs of decorating or where more suitable due to 'ability' or 'age' arrange a guided re-paint in agreed required areas in specialist or retirement properties.

In exceptional circumstances the association may carry out decoration works to the property while it is in the void stage, particularly where the condition of the property is exceptionally poor and where failure to carry out such works may have a significant impact on the let ability of the property going forward.

### **3.8 Tenancy Termination**

The specified details of written notice to terminate a tenancy are set out in the tenancy agreement

Where the outgoing tenant has given notice and fails to leave the property after the end of the notice period legal action may be taken to remove them from the property.

The ECBHA will, wherever possible, inspect properties becoming vacant, both prior to and following the termination of a tenancy.

### **3.9 Pre-Termination Visits**

Once written notice has been received, a pre-termination visit will be undertaken. This visit will determine the condition of the property and highlight any repairs that the tenant will be required to undertake before leaving the property.

At this stage if the tenant has undertaken their own improvements, where permission has not been authorised, the inspecting officer will look for damage to the property. If the outgoing tenant is advised that they need to remove the improvement works, they are liable for all costs associated with returning the property to the original state.

Where improvement work has been carried out to the property the outgoing tenant may request compensation to cover part of the costs. Full details may be found in the Compensation Policy.

### **3.10 Post-Termination Inspection**

A post-termination inspection will be undertaken on all void properties as soon as possible after the tenant leaves. The purpose of this inspection will be to:

- Ensure the property is empty, and to remove any items that pose a risk to the health and safety of prospective tenant(s) or contractors.
- Determine whether prospective tenants can be allowed to view the property.
- Ensure the property is secure and change the front and back door locks.
- Identify any outstanding disrepair which may be the responsibility of the previous tenant.
- Arrange for electrical appliances and installations to be checked.
- Identify if the property requires a pre-clean or other works before the prospective tenants can view.
- Identify any major repairs.
- Identify works needed to comply with health and safety requirements.
- Identify necessary repairs which are required to enable a property to be relet as soon as possible.

### **3.11 Terminations Following the Death of the Tenant**

Where the termination of tenancy has happened due to the death of the tenant (and there is no one entitled to succeed to the tenancy) the termination date will be noted as the date on which the tenant died.

Information ascertained from a copy of the tenant's Death Certificate will be used to support the correct date information on the system.

The tenant's representative or legal contacts will be contacted and expectations around the notice period, how to stop utilities, clear the property and when to complete this by to avoid unplanned charges will be explained.

Where the tenant's representative takes longer than the agreed notice period, the association will make a charge for loss of rent for each day beyond the initial notice.

### **3.12 Recharges**

The ECBHA may recharge any outgoing tenant for the costs of making good or renewing any damage caused to the property (outside of normal wear and tear), undertaking repairs to poorly fitted tenant improvement works and for clearing any rubbish and/or belongings that have been left at the property. Recharges may also be applied for the cost of cleaning and/or de-infesting the property. Photographic evidence will be obtained before the void works are carried out to formally record and prove the need for the recharge.

The ECBHA will make every reasonable effort to contact the previous tenant to inform them of any outstanding items for which they will be recharged and the means of payment. All recharges will be noted on the debtor's system and may affect any future application for re-housing if they are not cleared.

Further information on charges and recovery of rechargeable repairs are contained in the Rechargeable Repairs Policy.

### **3.13 Letting a Void Property**

The ECBHA aims to ensure that allocations are made giving full consideration of the tenants needs, the property, and any issues in the local area. In some instances, for example where the property is in poor condition, the ECBHA may undertake repairs to the property prior to a prospective tenant being identified.

### **3.14 Selection of New Tenant(s)**

To ensure that void rent loss is kept to a minimum, the process of selecting a new tenant for a property will begin as soon as possible after notice is received from the outgoing tenant or the ECBHA is made aware that the property will be available for re-letting. Prospective tenants will be selected in accordance with the ECBHA's Allocations

Policy. If possible, a viewing for a prospective tenant will be undertaken prior to the outgoing tenant leaving the property in order to minimise any delay in allocating the property.

### **3.15 Viewings and Offers**

Once a suitable applicant has been identified they will be invited to attend a viewing at the property. The viewing is intended to ensure that the property is suitable for the applicant and identify any specific work the applicant requires to enable them to move into the property. Requests for additional works will be considered in line with the ECBHA's Repairs and Maintenance Policy.

Where the prospective tenant accepts the property, they may be given the choice to keep some items that have been left in the property by the former tenant. This may include fittings such as curtains and carpets. If the outgoing tenant has left gas or electric appliances in the property, the ECBHA cannot take responsibility for maintaining these and they will therefore be removed.

If the outgoing tenant has made significant changes to the property which cannot be practically or economically maintained, they will be removed, and the property returned to the original state.

Internal decorating may be undertaken by the ECBHA in exceptional circumstances. Exceptional circumstances may include a tenant moving into the property that is elderly or vulnerable and/ or the property being in a particularly poor state of decoration.

Once the works have been agreed and the prospective tenant has accepted the property a completion date for the property to be returned will be agreed. In setting the completion date due regard will be taken of the amount of work required and any customer requirements. Prospective tenants will be advised of the date and informed in advance if this date is unlikely to be achieved, for example if additional works are identified during the course of completing the repairs.

### **3.16 Works to Void Properties**

All properties will meet the lettable standard, as shown in Appendix 2, in relation to health and safety prior to letting, including gas safety checks as required. Prior to any works being undertaken the ECBHA will ensure that there is an up-to-date asbestos survey for the property.

The focus of works on voids will be to undertake works which are necessary to enable the tenant to live in the property. This will ensure that the property meets the Decent Homes Standard and any specific needs for the customers.

In some instances, works to the property may be undertaken after the tenant has signed up, specifically where, the works can be completed without significant disruption for the tenant, the works will not pose a significant health and safety risk to the tenant or member of their household and the tenant agrees to the works being undertaken on tenancy. External works to the property will, in the main, be undertaken after the new tenancy has started.

The ECBHA may also delay the completion of some works if the property is known to be included on a planned programme in the near future. In these cases, the works will be highlighted as required and undertaken as part of the planned programme and completed once the property is occupied and the planned programme of works has commenced.

### **3.17 Adapted Properties**

Properties which are adapted when they become void will be considered in line with the ECBHA Adaptations Policy with the priority being on ensuring best use of the adaptations. In some instances, where a property has major adaptations, the ECBHA may choose to leave the property void for a longer period until a suitable tenant, who requires the adaptations, can be identified. Decisions to remove major adaptations from properties will be made by a Chief Operating Officer based on all available information on the demand for the property.

### **3.18 Measuring Quality and Performance**

The ECBHA is committed to ensuring that the Void Management Services are delivered to a high standard and provide high levels of customer satisfaction. In order to help it do this, it will monitor and manage performance through a range of methods.

Monitoring and measuring performance levels of all repairs across the housing stock are monitored on a regular basis.

The ECBHA will measure and evaluate performance against a range of appropriate and relevant performance indicators and will benchmark itself against other social housing providers.

The Council also collects and analyses tenants' views on the repairs service provided.

The ECBHA will use performance information to help shape service improvements.

### **3.19 Delivering Value for Money**

The ECBHA is committed to ensuring its Void Management Services offer excellent value for money and will therefore ensure that a range of mechanisms are in place to demonstrate value.

The mechanisms used will include:

- Benchmarking against peers.
- Market testing against other providers.
- Reviewing internal cost and performance data.
- Internal business reviews.

Performance in relation to the Void Management Service will be monitored through the Performance Framework. Key measures in relation to Void Management are:

- Number of void properties.
- Average re-let time for a standard void.
- Average re-let time for a non-standard void.
- Amount of void loss.

## **4 Improvements & Alterations**

### **4.1 Introduction**

From time to time, customers may wish to carry out improvements to their home and in general Eldonian community Based Housing Association Ltd will not unreasonably withhold or refuse permission. Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) give customers the right to make improvements or alterations to their homes; however written consent from ECBHA and all other necessary approvals e.g., planning

permission or building regulations approval and safety certificates on completion of gas and electrical work must be obtained.

All alterations to the property both internally and externally are subject to the tenant making a formal request in writing, and work must not commence until formal written permission has been granted. We will not unreasonably

withhold consent.

#### **4.2 Aim of the Policy Position**

The aim of this policy is to set out how we manage existing tenant property alterations and tenant requests to carry out new improvements to their homes. The aim is to also ensure that all requests for consent and existing tenant alterations are considered and dealt within a fair and consistent manner.

#### **4.3 Policy Position Scope**

This policy covers:

- Tenant Property Improvements Consent
- Existing Tenant Property Alterations
- Repairs & Maintenance of Tenant Property Improvements and Alterations

This policy outlines how we will deal with and respond to tenant improvement requests and existing tenant improvements or alterations when identified.

#### **4.4 Policy Position Definitions**

A tenant improvement or alteration is defined as:

- A tenant alters, removes, or replaces any of the existing fabric of the building, its grounds, or boundaries.
- A tenant replaces ECBHA fixtures or fittings with one of their own.
- A tenant permanently removes an existing ECBHA fixture or fitting.

An improvement or alteration includes but is not limited to any of the following:

- Conservatories & Extensions
- Porches
- Driveways
- Landscaping
- Aerial/satellite installations
- Wall removals/installations (internal & external)
- Kitchen or bathroom replacement
- Doors (internal & external doors) and window renewals
- Insulation of walls, ceilings, or other fabric of the building
- fencing

#### **4.5 Policy Position Statement**

Eldonian Community Based Housing Association will usually aim to support tenants in making improvements to their home, where feasible. Improvements and alterations must always be in line with

building, health and safety and other relevant regulations such as planning permission, conservation status and tree preservation orders. Our consent must be given in writing before any improvements and alterations are made.

#### 4.6 Tenant Responsibilities

If you would like to carry out your own improvements to your property, you must first gain written consent from us prior to carrying out any works.

Only tenants with an Assured Tenancy have the right to carry out improvement works to their homes with prior written consent from us.

Tenants with any form of Assured Shorthold Tenancy are not permitted to carry out property improvements or alterations.

You can initially request consent by contacting ECBHA, however, you will be required to complete a Tenant Property Improvement & Alteration Application Form.

You are responsible for obtaining any Building Regulations Approval or Planning Permission that may be required as part of the improvement or alteration. Sufficient evidence of this must be provided to us before starting any works.

#### 4.7 Eldonian Community Based Housing Association Responsibilities

We will acknowledge requests for consent within 7 working days of receiving the application from you and notify you of our decision within 28 working days. In more complicated cases, this may take longer to notify you of our decision. We will provide you with regular progress updates regarding your application.

Where required, we may carry out an inspection to the property prior to the commencement of any works.

If we grant consent, you will be required to let us know when the work has been completed so that we can carry out an inspection to ensure the improvements or alterations have been completed to an acceptable standard.

If the works have not been completed to an acceptable standard, we may ask you to carry out remedial works, or we will carry out remedial works and recharge you the cost. This may include the repair or removal of the alteration or returning the property to its original condition.

We will also require copies of any planning or other necessary approvals prior to granting our approval to the completed work.

**Where we do not give our consent, you must not proceed with carrying out improvement or alteration works.** Alterations made without our prior consent may be removed by us and the property returned to its original condition. We may recharge you for the cost of returning the property back to its original condition.

Reasons we may not give our consent include but are not limited to: -

- The property alteration will affect the structural condition of the property or surrounding properties.
- The property alteration poses health and safety risks.

- The property alteration will prevent ECBHA from carrying out necessary major works without added complication.
- No planning permission was granted to carry out the alteration works.
- The property alteration is not of sufficient quality.
- The property alteration will affect access to drains and water mains.
- The property alteration does not comply with other ECBHA policies, for example the Conversion of Green Spaces to Parking Policy. –
- Where action is being taken in respect of rent arrears (or possession proceedings are taking place) or other breaches of tenancy. This includes where the improvement or alteration will cause nuisance or adversely affect others enjoyment of their property.

#### **4.8 Existing Tenant Property Alterations**

Where an existing tenant alteration is identified, we will review and investigate this to ensure it meets building control regulations and our quality standards. We may also carry out inspections of existing alterations where necessary.

We will take responsibility for existing tenant alterations if they were completed prior to **3 December 2007** and there is no evidence of historic consent or if the works were complete before the current tenant's occupancy (except in the event of a mutual exchange, which will be reviewed on a case-by-case basis). We will manage and maintain the alteration in line with our Repairs and Asset Management policies and procedures which may include the removal of the alteration.

If after investigation, it is confirmed that the existing alteration was installed by the current tenant without our consent, we will ask the tenant to provide any necessary evidence in relation to the alteration work. This may include but is not limited to; evidence of planning permission, consent to carry out the alteration and health and safety information.

You may also be required to complete a retrospective application for existing property alterations, where prior consent was not given by us.

If you cannot provide the evidence or information requested by us, we will assess whether the alteration can remain in place, or if the property should be returned to its original condition.

#### **4.9 Repairs and Maintenance of Tenant Property Improvements and Alterations**

You are responsible for the ongoing repairs and maintenance of your own property improvements and alterations.

If your improvement or alteration causes any damage to the property, neighbouring properties, communal areas, or ECBHA services, we will carry out repairs to fix the damage and recharge you for the cost of the work.

We have the right to carry out immediate remedial work if a tenant alteration poses an urgent health and safety risk. This may include the repair or removal of the alteration or returning the property to its original condition.

You may be responsible for the cost of any health and safety work that must be carried out by us because of the presence of your property alteration.

You may also be responsible for additional costs associated with major works to the property, where the additional cost of the works is due to the presence of your property alteration.

Where access is not provided by you to carry out remedial works, we reserve the right to seek legal action against you to allow us to carry out the work required. We reserve the right to seek legal costs against you for any legal action taken.

#### **4.10 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.

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.

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 its notional life.
- The Association obtains a court order for recovery of possession of the property based on breach of the tenant(s) obligations.

#### 4.11 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

### 5. Rechargeable Repairs

#### 5.1 Introduction

The Association are responsible for the majority of repairs to our properties, these responsibilities are laid down in law and contained within the Tenancy Agreement. However, there are some repairs that the tenant is responsible for these repairs are known as "rechargeable repairs".

#### 5.2 Rechargeable Repairs Policy Position

What are Rechargeable Repairs? Rechargeable repairs are ones that the Association are not responsible for doing, and that tenants have to pay for if they ask us to do them. Tenants may do these repairs themselves if they wish or pay someone else to do them.

When do we charge for repairs? We charge for repairs if:

- Work is needed due to accidental damage or wilful neglect by the tenant, members of the household or visitors to your home. Examples of this type of rechargeable repair may include:
  - a.* Holes or other damage to internal doors or walls
  - b.* Accidental damage to glazing
  - c.* Damage to kitchen units and worktops other than normal wear and tear
  - d.* Blocked drains, toilets, baths, basins and sinks where the blockage is caused by misuse
  - e.* . Damage to toilet seats and hinges
  - f.* Repairs required to put right failed DIY projects

- We may do work for which we have no responsibility under law or your tenancy agreement Examples of this type of work may include:
  - a. Easing doors after tenants have had new carpets or flooring fitted
  - b. Replacing toilet seats
  - c. Draught proofing
  - d. Filling normal settlement cracks prior to decorating
  - e. Changing light bulbs or resetting the electrics after a fuse has blown
  - f. . Lopping trees
- We have to force entry into a property due to tenants' negligence, For example, if tenants lose their keys, we will also charge if we are subsequently asked by the tenant to change the locks (although this should be covered under the tenants own household insurance policy)
- When either ourselves or our contractors are called out to a property, outside of normal working hours, to deal with an emergency and on arrival no emergency exists.

Emergency repairs are classed as those repairs required to ensure the safety, health or security of our tenants, and would include securing the property following a break-in, serious leak or flooding, drains overflowing, serious electrical fault, loss of all heating etc

Examples of non-emergency repairs that we are often called out to rectify and are classed as rechargeable include:

- a. Lose of electricity or gas because of having no credit on pre-paid meters
  - b. Tripped electrics following a fuse blowing
  - c. A dripping tap or faulty flush
  - d. No heating when back up heating is working
  - e. No central heating but a gas fire is working
- We have to repair a property after the tenant moves out because the tenant has damaged the property or undertaken alterations that we did not approve, and the tenant did not reinstate the property prior to leaving. (See Void Repairs below)

### **5.3 Discretionary Circumstances**

Each case will be assessed on an individual basis.

Discretion may be exercised depending on the circumstances affecting each individual case. In considering when discretion should be exercised and a recharge waived in full or in part, certain aspects may be considered:

- Age of the tenant
- Condition of tenant's health
- If tenant has any disability or mental incapacity
- Evidence of previous damage or repetition or repairs

Where damage to the property is a result of vandalism or a violent incident, a report must be made by the tenant to the police and a police crime reference number obtained. Where a confirmed crime reference number has been provided by the tenant a recharge will not be applied. Any repairs of this nature will be covered under the association's insurance policy.

## **5.4 Identification of Rechargeable Repairs**

On receipt of a reported repair the urgency for completion and responsibility of the repair must be identified. Where information regarding the nature of the repair is incomplete or cannot be ascertained then the repair request will be passed to the appropriate person for assessment.

Photographs will be taken before and after the repair is completed.

Once it has been established that the repair is the responsibility of the tenant the tenant should be advised of the cost of the works as soon as possible.

A Rechargeable Repairs Agreement should be signed by the tenant before the works commence. If a tenant refuses to sign the Rechargeable Repairs Agreement, then the works will not be undertaken.

## **5.5 Emergency Repairs**

In the event of an emergency repair which is a rechargeable repair, due to the limited timescales the repair will be completed by the ECBHA, and the tenant will be invoiced for the cost following the completion of the repair.

## **5.6 Void Repairs**

Once a tenant gives notice to terminate their tenancy, they will be responsible for the full cost of clearing out the property and any rechargeable repairs. Where possible a pre-void inspection should be completed, and any recharges identified, and the tenant will be:

- made aware of their responsibilities regarding the repairs and the associated costs
- asked to sign a list of the identified items and this will be used as a checklist to ensure the responsibilities have been met
- given the opportunity to rectify the work themselves If no notice is given by the tenant and there is significant damage and rechargeable repairs the Association will whenever possibly pursue the outgoing tenant to retrieve the debt.

## **5.7 Resident Guide**

### **How does rechargeable repairs work?**

Eldonian staff will identify rechargeable repairs at the property. The tenant will receive notification of rechargeable repairs in writing, showing the estimated cost if Eldonian were to carry out the works on their behalf. The tenant will be given 28 days to complete the repair themselves.

Were Eldonian carry out a rechargeable repair on behalf of the tenant, full payment will normally be required in advance of any works being carried out. In some cases, a phased repayment contract can be agreed with the tenant making an upfront payment and the balance being paid over a number of weeks.

### **What happens if I refuse?**

Any tenant who refuses to carry out the works or pay for the work to be done within the allotted time is in breach of their tenancy agreement and as such could be subject to one of the following:

- Negative reference to future landlord
- Refusal to allow mutual exchange/transfer until repairs are completed by the tenant or payment is made in full to cover the outstanding debt
- Legal action

### **How do I prevent having rechargeable repairs?**

- Report repairs promptly and keep property in a good state of repair.
- Seek written permission before undertaking DIY or making alterations.
- On termination of tenancy leave property clean and tidy and remove all personal belongings.
- Take out a home contents insurance policy providing accidental damage

## **5.8 Charges for Rechargeable Repairs**

The charge for the repair is based on the cost of the repair plus VAT and an additional administration charge of 10%.

## **5.8 Recharge Payments**

A sub account will need to be set up to allow for monitoring of payments. Payments will be received as per the Rechargeable Repairs Agreement. In cases where the tenant may be experiencing financial hardship and is unable to meet the costs of the invoice in full, the Housing Officer may negotiate an affordable repayment plan.

If a tenant fails to settle the rechargeable repair costs or defaults on any agreed instalment arrangement a decision will be made whether to pursue legal/court action to recover the outstanding amount owed.

## **5.9 Review of Recharges**

If a tenant wishes to question their liability for the cost of a repair, they must raise the matter, by writing initially to the Housing Officer. The Housing Officer will then investigate the tenant's comments and respond within 10 working days. If the tenant is still not satisfied, then the tenant should formally make a complaint in accordance with the Complaints and Appeals Policy.

# **6. Damp & Mould**

ECBHA is committed to providing high quality homes that are free from damp, this Policy aims detail how we will deal with damp and mould issues and prevent the issues from reoccurring. This Policy is specifically formulated in compliance with The Regulator of Social Housing- Consumer Standards 2024, The Housing Ombudsman and current legislation.

## **6.1 Damp & Mould Policy Position**

There are many root causes that lead to damp, mould, and condensations within our homes. This has the potential to have an impact on the customer and their family's physical and/or mental health and well-being. Both staff and customers should work together to prevent or resolve damp, mould, and condensation issues.

It is important to be able to tell the difference between damp caused by condensation and damp caused by other factors, such as penetrating damp (caused by a leak) or rising damp.

Penetrating Dampness - Rain can get in through leaking roofs, blocked or damaged guttering, leaky walls and poorly fitting doors and windows. Penetrative damp can also be caused by leaks from plumbing faults, failed appliances and poorly sealed baths and showers.

Rising Dampness - Rising damp is caused by the breakdown, deterioration or bridging of the damp proof course of the building at ground floor level. Ground water can rise up through the walls and floor if the damp proof course isn't working properly or is missing.

Bridging Damp - There are many cases of bridging damp from render systems going below the Damp Proof Course to ground level, concrete paving and ground levels being increased.

Where leaks occur, and in certain circumstances based on contractor feedback, a dehumidifier can be provided to help dry out the property.

We aim to:

- Undertake effective investigations and implement reasonable remedial repair solutions and improvements to manage damp, mould and condensation.
- Offer advice and assistance to customers living in our properties, including information on how to prevent damp, mould and condensation.
- Ensure staff and contractors are trained on how to recognise, manage, and identify solutions to damp, mould and condensation within a rented property.
- To ensure that the fabric of our property is protected from deterioration and damage resulting from damp and mould.
- Ensure that components we are installing as part of the responsive repairs and maintenance service are cost effective and meet sustainability and affordability criteria.

We shall investigate and diagnose the cause of damp or mould and deliver effective remedial solutions and remain in regular and effective communication with a customer, following a report of damp and mould being made, providing progress updates from beginning to end especially on the occasion where an investigation into a case may be complex.

We will provide our customers with comprehensive and focused advice and guidance on how to manage damp, mould or condensation.

Where vulnerable or disabled customers have no one to help them and are unable to carry out mould washes themselves, we will consider how to support and assist them on a case by-case basis.

Customers are responsible for making sure that they take appropriate steps to prevent significant amounts of condensation that results in damp or mould growth. These responsibilities include:

- Following all advice and guidance issued by us, on managing and controlling damp, mould and condensation. This information can be found on our website.
- Regularly checking for and treating condensation and mould. If all reasonable efforts have been made to manage and control condensation and mould, and this has not been successful, report the issue to us - even if the issue is in its early stages.
- Regularly checking for and reporting any leaks, or faulty heating, windows, or extractor fans.
- Regularly checking for and reporting any evidence of penetrating, rising or bridging damp, even if the issue is in its early stages. (see Appendix 1).

- Ensuring of the general upkeep of extractor fans and vents (i.e. that they are not blocked).

If the customer fails to take the advice and reasonable steps to reduce damp or mould, the customer may be recharged for any resulting repairs required which are considered to be because of this neglect.

Where remedial works and mould wash treatments have been undertaken by ECBHA, the customer is responsible for redecoration unless the damp/mould is a result of defective repair for which ECBHA was responsible. It is recommended that anti-fungal paint is used. For vulnerable or disabled customers, we will consider how to assist the redecoration process on a case-by-case basis.

We will ensure the provision of training for all front-line staff on the identification, treatment and the prevention of damp, mould and condensation and ensure that seek to ensure that we have access to contractors with specific training in damp and mould issues. Through general contractor management we will ensure all contractors are aware to raise with us when they encounter any damp or mould issues when attending other matters.

ECBHA will keep a register of damp and mould issues and the actions taken to bring them to a resolution.

## 6.2 Damp & Mould Protocol

### 6.2.1 Background

We want everyone to live comfortably in their homes and we want to hear from you when you are experiencing problems with the condition of your property.

Condensation, damp and mould can be a common problem, especially in the winter months. We understand that facing issues like this can be an upsetting experience; we are committed to listening to your concerns, identifying the causes of damp and mould in your home and working with you to resolve the problem.

### 6.2.2 What happens when I report damp and mould in my home?

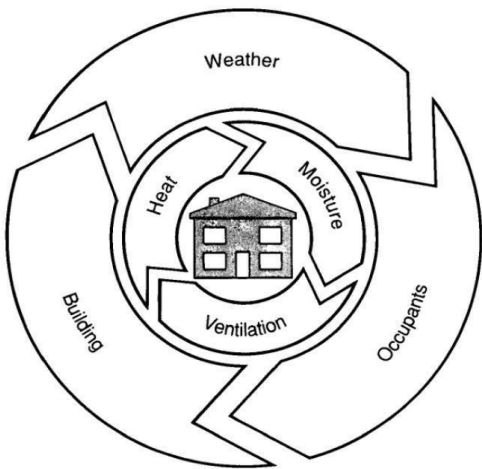


6.2.3 The steps we take

There are 3 steps within our procedure for dealing with condensation, damp and mould. We won't need to carry out all of the steps on every case reported. However, we want to make sure that you know what to expect at each stage. It is not always possible to get to the root of the issue immediately, but we are committed to working with you to resolve the problem.

When we investigate reports of damp and mould, we are looking to understand:

- if the building has any defects and requires repairs.
- if the problem is impacted by the weather, for example, it gets worse after rainfall.
- if your home is adequately heated.
- if your home has the right ventilation and insulation to keep moisture to a minimum.
- if there are any steps you can take in your day-to-day life to help reduce condensation which leads to damp and mould.



Step 1

When you contact us to report damp and mould, we will ask you a series of questions to get a better understanding of the problem. We will also look at our system to understand if this is a repeat issue. This information will be passed to our maintenance team so that they have an idea of the problem before visiting you.

Our team will also check the Energy Performance Certificate (EPC) for your home and if we do not have one, they will request that this is carried out. The results may indicate that we need to book a heating survey to see if the heating is adequate in your home.

Step 2

We will aim to carry out an inspection of your home within 5 working days of your report of damp and mould. While on site, our team will look at every room, complete a full inspection form and take meter readings in the affected rooms.

Where mould is present in your home and cannot be cleaned easily with household products, we will arrange an appointment to clean these areas. This will help reduce the impact the mould is having on your household while we investigate the issue:

Severity of mould	We aim to carry this out
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High levels of mould evident throughout the property	within 2 working days
Moderate levels of mould restricted to a single room	within 3 working days
Low levels of mould, restricted to a localised area	within 7 working days

Where we identify that repairs are needed, we will arrange appointments to carry these out in line with our usual repair target times as outlined in our repairs policy. If there are no visible defects in your home, we may install data loggers to give us more information about the problem.

In some cases, there may be steps that you can take in your day-to-day life to help reduce and control condensation which leads to damp and mould. Our team will discuss these steps with you and more information can be found below. You can also contact the office for more advice and support.

Following the completion of any mould washes and repairs, we will contact you to confirm that you are satisfied that the problem has been resolved. This may involve a post inspection of the completed works.

### **Step 3**

If we haven't managed to resolve the problem through our internal procedure, our final step is to appoint an external damp and mould specialist. They will carry out their own inspection and provide an extensive report which will help us determine any further actions we can take.

#### **6.2.4 Did you know?**

There are 4 causes of damp which can cause mould. These are:

1. Leaks - these can be internal or external
2. Penetrating damp - moisture entering your home (usually rainwater) caused by a building defect
3. Rising damp - moisture from the ground penetrating the building
4. Condensation – moisture generated by use of the building in occupation. This is more common in colder months and there are often steps we can take to prevent it.

#### **6.2.5 What is condensation?**

Condensation can often be seen on windows on a cold morning and occurs when warm moist air hits cold surfaces. This process causes the air to condense and form droplets of water, which can result in the formation of mould patches.

The mould does not always grow in the same room that the moisture comes from. Warm, moisture laden air from daily activities like washing and cooking can travel through a property and will settle on surfaces in cooler areas. If left untreated, a build-up of condensation may cause mould to appear. Therefore, good ventilation such as opening windows, keeping all vents open, closing doors in kitchens and bathrooms when cooking and showering and using extractor fans correctly are important.

These issues primarily occur between the months of October and April. It can happen when the weather is cold, even if it is dry.

#### **6.2.6 What is damp?**



Damp occurs in moist places that never fully dry out, usually where there is little air movement. It is most commonly caused by condensation. Sometimes, the damp is caused by a defect in the building. Rising damp comes up from the ground and is often caused by a breach or damage to a damp-proof course.

Penetrating damp is caused by water coming in from the outside and can be the result of a missing roof tile, leaking window frame or a blocked gutter.

### **6.2.7 What is mould?**

Mould grows and multiplies in moist areas, usually as a result of condensation. Some mould will appear around window frames which can easily be cleaned off, but if left untreated, it can become a serious problem and potentially damaging to health.

### **6.2.8 Did you know?**

The following steps can be taken to reduce and control condensation problems which lead to damp and mould:

- Cover boiling pans when cooking and use extractor fans if fitted
- Ensure that tumble dryers are properly vented to the outside
- Dry clothes outside or, where this is not possible, in the bathroom with the door closed and windows open or extractor fan on
- Do you have a tropical fish tank that regularly requires topping up with water? The water that has evaporated from the tank has added to the moisture level of the air within your home. You could consider fitting a lid.
- If you are running a bath, put the cold water in first to reduce the amount of steam
- Close kitchen and bathroom doors to stop water vapour movement to other parts of the house
- Report broken extractor fans and leaking pipes that can add to humidity levels, contributing to conditions that encourage mould to grow.

## **7. ECBHA Lettable Standard**

We want tenants to move into homes knowing that we have already made sure that they are in a safe, secure, clean and in good condition. This is referred to as our lettable standard which we outline in this document.

At the point of moving in we will have completed all urgent and major repairs beforehand. However, with a new tenant's agreement, some minor, non-urgent items that don't have any safety implications may be completed after you move into the property. These will be confirmed, along with when we plan to complete them, in writing.

### **7.1 Generally:**

We will make sure that the inside of every property is:

- In good condition and ready for decoration.
- Cleaned and with all cupboards, storage areas and lofts fully cleared of the previous tenants items.
- Provided with stairs and floors that are safe and secure, ready for flooring to be laid. If we've agreed with a tenant that existing floor coverings are being kept and gifted to the tenant, then these will have been cleaned.
- Equipped with at least one appropriate and secure handrail for the full length of all stairs and bannisters.
- Provided with at least two switched sockets in each room, except bathrooms, shower rooms, WC's, hallways and landings.

If a property has a garden, or a share a communal outside space, we will:

- Make sure it is tidy and free from waste.
- Undertake a visual inspection of any trees and deal with any health and safety issues arising at the time.
- Cut back any excessive grass or vegetation.
- Identify the boundaries of the property and ensure existing boundary fences and gates are in reasonable order.
- Check the main footpaths, steps and ramps for trip hazards and repair anything that might present a risk.
- Ensure tenants are made aware of any building access or parking arrangements that are applicable to the property.

Gardening is a tenant responsibility. However, when a tenant is moving in, we will confirm in writing any larger mature trees that ECBHA will take responsibility to maintain or remove.

## **7.2 Safety:**

We want our home to be a safe place for tenants, their households and visitors, we will:

- Make sure that the wiring, fuse board, sockets, switches, and light fittings are all safe and working. We will remove any non-standard ceiling light fittings and replace with a standard ceiling rose, pendent and bulb holder or appropriate equivalent for kitchens and bathrooms.
- • Ensure that there are smoke / heat / carbon monoxide detectors appropriate to the property in place.
- Test the gas system and make sure it is in good working order. Any gas fires that are not part of the main heating system will be removed.
- We will offer to run the heating system, once the gas supply is in place, with the new tenant to make sure there is understanding of how everything works, we will also email a copy of the manuals for the appliances where possible and systems and make them available through the customers online portal
- Leave a copy of the gas, EPC and electrical safety certificates at the property, we will also email a further copy and make them available through our customers online portal.
- Any evidence of previous damp or mould will have been investigated, any required action taken to prevent reoccurrence completed and suitable fungicidal wash treatment undertaken of affected areas.
- Make sure that plumbing and water systems have been run, flushed and cleansed in line with current water safety guidance.
- Make sure that tenants know where all the meters, valves and stopcocks are located.
- Provide appropriate information about any asbestos containing materials located in the property. We will already have checked that these are safe, and they will present no risk provided there is no attempt to alter them.

These details will also be made available through the customers online portal.

- If the property is a flat, provide information about any emergency alarms, and evacuation procedures, including showing tenants where the fire assembly point is. This may include agreeing with a written emergency plan for more vulnerable tenants.

## **7.3 Security:**

We recognise that knowing a property is secure is a key part of getting settled into new home, we will ensure:

- All external door locks will be changed.
- All external doors and windows will be safe and secure with operational locks and all keys will be provided.
- Gates to back gardens can be bolted and padlocked. Bolts will be provided but it is a tenant responsibility to provide a padlock.

## **7.4 Decoration:**

Decoration is very much influenced by personal preference, therefore we don't generally redecorate homes unless they are left in exceptionally poor decorative state by the previous tenant. We are keen to ensure though that new tenants are able to redecorate in their personal style when moving in and will ensure that:

- Any uneven wall surfaces, defective plaster or substantial cracks (over 5mm) will be addressed and left ready for decoration.
- Any significantly damaged internal doors, skirting boards and architraves will be repaired or replaced as appropriate and undercoated.
- Any substantial discolouration from tobacco smoke will be painted over in a neutral colour.
- Any missing or damaged wall or floor tiling will be replaced or repaired.

If there are areas of the property requiring urgent redecorating then decorating vouchers will be provided as a good will gesture to support the new tenant. The value of the vouchers will be determined by ECBHA and the applicant will be notified of this at point of tenancy offer. Vouchers are not intended to cover the full cost of decorating.

## **7.5 Kitchens & Bathrooms:**

We don't provide a new kitchen or bathroom(s) in every home, however we do sometimes undertake replacements while a property is empty if its is due soon as part of our planned maintenance programme. For all kitchens and bathrooms we will ensure that:

- All fixtures and fittings will be defect free, clean and in good working order.
- Floor coverings will be in place and will be clean and hygienic, with no trip hazards. Future replacements will be the responsibility of the tenant.
- Any missing or damaged wall tiling will be replaced or repaired.
- All sinks and basins will have plugs and chains.
- All silicone sealants are clean, free from mould and suitably sealed.
- There are sufficient opening windows, trickle vents and/or extractor fans to reasonably remove damp air and steam in the room.

For all kitchens we will ensure that:

- Space will be provided as a minimum for a cooker, fridge/freezer & washing machine (unless the property is a flat in a block with a communal laundry).
- All kitchen doors and drawers are functioning correctly and work tops are free from excessive scores and cuts.
- Surfaces will be washed down to leave a grease and stain free finish.

For all bathrooms we will ensure that:

- Wall tiles will be fitted to the back of any bath, shower cubical and washbasin.
- Where there are shower cubicles or showers installed over baths there is either a suitably sealing door or screen, or an appropriate shower rail and curtain. Customers are responsible for future replacement of shower curtains.
- All toilet seats will be sanitised or renewed.

## **7.7 The Environment:**

We want to make sure that we minimise our impact on the environment. We are committed to improving energy efficiency and reducing the carbon footprint of our homes. We will:

- Provide a paper and electronic copy of the latest copy of the Energy Performance Certificate for the property.
- Make sure that loft spaces are provided with no less than 300mm of insulation.
- Address any obvious or known draft issues with the property.
- Ensure double glazed window units are appropriately sealed.
- Provide general information and advice about how to keep homes as affordable to heat as possible and how to prevent damp and mould occurring.
- Provide energy efficient light bulbs throughout as a good will gesture, replacements being a tenant responsibility.

### **7.8 Moving in:**

Moving in to a new property can be exciting, however there are some essentials that are a tenant's responsibility:

- If installing a gas cooker, ensure that it is fitted by a Gas Safe Register engineer.
- • Set up rent payments.
- If receiving Housing Benefit or Universal Credit, submit the appropriate change of circumstances information.
- Inform the Council Tax and utilities providers of the tenancy commencement.
- Ensuring awareness of the refuse collection days and cycle. These are available online via the council website.
- Removing any packaging or rubbish generated while moving in.
- Ensuring disturbance of neighbours while moving in is reasonable and kept to a minimum.

### **7.9 In the Future:**

Although provided at point of letting, tenants are responsible for the maintenance and replacement of the following items in the future:

- Light bulbs.
- Sink and basin plugs and chains.
- Toilet seats.
- Floor coverings
- Blocked baths, sinks, basins and showers
- Silicone sealant
- Shower curtains and hooks
- Clearing any rubbish from gardens
- All internal decorating
- All internal and external cleaning
- Gardening
- Gate locks
- Bins & refuse containers including recycling provisions

This is not an exhaustive list and more details are provided in the tenancy agreement and the repairs responsibilities leaflet.

## 8 Repairs Responsibilities Guide

This document is a summary guide to the repair's responsibilities of both tenants 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. Tenants **are responsible for damage that is a result of their or members of their household negligence, error or unreasonable behaviour**. In these situations, ECBHA reserves the right to recharge tenants for such repairs.

### 8.1 Vulnerable Tenants

ECBHA is aware that some more vulnerable tenants 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 tenants on a case-by-case basis to ensure that necessary repairs are completed.

### 8.2 Improvements & Changes

We know that some tenants undertake their own improvements and changes to properties. Consent should be gained for such improvements and changes from ECBHA before being undertaken in line with the Improvements and Alterations Policy.

Type of Repair	Responsibility
<b>1. Gas:</b>	
<b>Gas Leaks</b>  <b>Customers Must Call Cadent Immediately: 0800 111 999</b>	<i>Cadent will make leaks safe free of charge.</i>  <i>ECBHA will take responsibility for necessary repairs</i>
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
<b>2. Electrics:</b>	
<p>Electric meter</p> <p><b>For power cuts call National Grid in the first instance on 105</b></p>	Electricity Supplier
Fuse board / consumer units	ECBHA
Resetting trip switches	Customer
Electrical wiring including sockets, switches, pendant bulb holders and bathroom / kitchen light fittings.	<p>ECBHA</p> <p><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></p>
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)  <b>If you have no or very low water pressure please</b>	United Utilities
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**call United Utilities on 0345 6723 723**

Freshwater supply pipework from water main through to taps / outlets.	ECBHA
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

<b>3c. Showers:</b>	
Shower cubical / enclosure	ECBHA
Shower mixer and rail riser	ECBHA
Shower hose and shower head	Customer
Shower curtains	Customer
<b>3d. Kitchens:</b>	
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</i>

	<i>registered plumber/engineer.</i>
<b>3e. Drainage:</b>	
Leaks to waste 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.	Customer to contact United Utilities
<b>3f. Related items:</b>	



Removal and replacement of silicone sealants in bathrooms and kitchens	Customer
Wall tile repairs and replacements including grouting	ECBHA
<b>4. Decorating &amp; General Internal</b>	
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	<p>Customer</p> <p><i>Floor coverings from an outgoing tenant, if deemed in good condition, may be gifted to an incoming tenant.</i></p> <p><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></p>
<b>5. General External</b>	
<b>5a. Gardens and Boundaries:</b>	
Gardening including the maintenance of trees,	Customer/ unless previously agreed in writing by
grass, hedges and shrubs. Removal of garden pots, planters and other gardening related waste	<p>ECBHA</p> <p>ECBHA for communal gardens only</p>
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.	<p>Customer</p> <p><i>Installation requires consent of ECBHA</i></p>
Bins - provision, cleaning, repair and replacement	<p>Customer</p> <p>ECBHA for communal bins only</p>

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 / Customer
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
<b>5b. External Building Features</b>	
External walls including damp proof course	ECBHA
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 rats/vermin in the locality, however dwelling specific issues remain the responsibility of the</i>
	<i>customer.</i>

## **9. Overarching Policy Commitments**

### **9.1 Responsibility**

The Board has overall responsibility for repairs and asset management, health and safety compliance and ensuring the organisation complies with all relevant legislation and regulation.

The Chief Operating Officer has overall operational responsibility for the delivery of this policy document with support and oversight from the Chief Executive Officer.

### **9.2 Equality Impact Assessment**

In implementing this policy, we will treat all customers honestly and fairly.

An equality impact assessment has been carried out and regularly reviewed where customers require additional support or time, we will endeavour to provide a service that seeks to meet those needs or work with them to agree a shared positive outcome.

The ECBHA recognises that it provides housing for communities which include wide social diversity and is committed to providing equal access to services. This policy aims to treat all customers fairly, with respect and professionalism. In line with the duty placed on the Association under The Equality Act 2010 specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation, and marital status.

The approach adopted within this policy focuses on understanding individual circumstances to provide appropriate advice and support; this includes understanding the needs of tenants who have protected characteristics.

Consideration will therefore be given to language barriers, accessibility and cultural issues which may affect a tenant's ability to manage their tenancy or seek advice on problems, and resolutions which take account of the individual's beliefs and abilities.

The ECBHA will enable all our tenants to have clear information and equal access to available services and information in a range of appropriate languages and formats will be provided when requested. This policy has been designed to be fully inclusive regardless of the ethnicity, gender, sexuality, religious belief, or disability of service users or customers.

### **9.3 Procurement & Value For Money**

ECBHA will ensure that it uses appropriate structured and recorded procurement methods to ensure that value for money can be evidenced in the delivery of this policy. This will be in line with the ECBHA Procurement Policy.

### **9.4 Review**

This policy document will be reviewed at least every three years from the date of its approval and may be reviewed earlier in response to changing tin the operating, legal or regulatory context.

## Appendix 1

**Decent Homes Standard (DHS)** - a standard set nationally which states that a Decent Home is one which meets all statutory requirements in relation to the Housing Health and Safety Rating System, is in a reasonable state of repair, has reasonably modern facilities and services and provides reasonable thermal comfort.

**Major Adaptations** - refer to changes to the property or equipment provided in order to assist a disabled person to live more independently.

**Equality Statement** – Sets out the ECBHA’s commitment to ensure everyone is treated the equally.

**Fair Wear and Tear** – the law defines fair wear and tear as “reasonable use if the premises by the tenant and the ordinary operation of natural forces.” ‘Natural forces’ relates to time and normal daily activities.

**Major Void** – a major void is one which requires over £10,000 worth of work to be put right.

**Planned works** – refers to the replacement of elements within the property once they have reached the end of its useful life. This work can be programmed based on information on component life cycles and installation dates.

**Post-termination** – refers to the period immediately after the tenant has left the property.

**Pre-termination** – refers to the period after the tenant has given notice to leave but has not yet left the property.

**Recharges** – is the cost of repairing or putting right damage or neglect to properties. The costs are charged to the tenant and reclaimed.

**Sign-up** – is where the new tenant/s are asked to sign the tenancy agreement and given the keys to the property.  
**Statutory Standards** – are standards laid down by the law which must be adhered to.

**Tenant Improvements** – is the term used for works carried out on the property by the tenant (usually with permission from the ECBHA).

**Value for Money** – is the overall value based on cost, efficiency and effectiveness.

**Void / Void property** – is the term used to describe a property that has no legal tenant and is generally) empty.

**Void management** – is the process of bringing an untenanted property up to standard to enable a new tenant to move in.