



South Tyneside Council's  
Housing Company

# Repairs and Maintenance Policy

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<b>Content</b>	<b>Page no</b>
1. Policy Statement	4
2. Introduction	4
2.1 Policy context	4
2.2 Scope of the policy	4
2.3 Legislation and guidance	4
3. Aims and Objectives	5
4. Policy	7
4.1 Identification	7
4.2 Repairs completed in one visit	7
4.3 Condition Matters / Concern Matters protocol	7
4.4 The Right to Repair	8
5. Reporting Repairs	9
5.1 Repairs 24 hours	10
5.2 Repair categories	10
5.3 Upgrading repairs	11
5.4 Responsibility for repairs	12
5.5 Rechargeable repairs	13
5.6 Exemptions to the rechargeable repairs procedure	14
5.7 Repairs to communal areas	15
5.8 Leaseholders	15
5.9 Gaining access	16
5.10 Decanting customers	16
5.11 Repair inspections	17
5.12 Access limitations	17
5.13 Condensation	17
6. Other Information	18
6.1 Empty Homes repair categories	18
6.2 Empty Homes Lettable Standard	19
6.3 Appointments	19
6.4 Insurance	20
6.5 Improvements and alterations	20

6.6 Post-inspections and quality control	22
6.7 Planned maintenance programme	22
6.8 Environmental policy statement	22
6.9 Health and safety	23
6.10 Confidentiality	23
7. Customer satisfaction, feedback and complaints	23
7.1 Customer satisfaction survey	23
7.2 Customer feedback and complaints	24
8. Implementation / Roles and Responsibilities	25
8.1 Implementation	25
8.2 Roles and responsibilities	25
8.3 Communication	25
8.4 Involvement	26
8.5 Equality and diversity	26
9. Monitoring and Review	27
10. Links and References	28
10.1 Other documents to be read in conjunction	28
11. Appendices	
Appendix 1 - Equality Check	30
Appendix 2 - Landlord Repairing Obligations	39
Appendix 3 - Legislative Guidance	40
Appendix 4 - Condition Matters Protocol	42
Appendix 5 - Qualifying Repairs and Response Times	46
Appendix 6 - Tenant and Landlord Repairing Responsibilities	47
Appendix 7 - Empty Homes Lettable Standard	54
Appendix 8 - Qualifying Improvements and Notional Lives	55
Appendix 9 - Renewals Criteria	56
Appendix 10 - Responsive Repair Order Control Matrix	65
Appendix 11 –Repairing Responsibilities for Leasehold Properties	70

## **1. Policy Statement**

Providing an effective repairs and maintenance service is a fundamental responsibility of housing management and an important function delegated to South Tyneside Homes (South Tyneside Council's Housing Company) to deliver on behalf of South Tyneside Council (STC). Customers consistently cite the repairs and maintenance service as one of their key priorities.

The service is delivered by South Tyneside Homes' (STH) Property Services Team.

## **2. Introduction**

This policy covers the responsive repairs and maintenance service provided by STH to tenants and leaseholders. It applies to works to individual properties and communal areas..

### **2.1 Policy context**

Compliance with Section 11 of the Landlord and Tenant Act 1985 (see appendix 2) ensures that STH discharges its repairs and maintenance responsibilities as required.

Two critical aspects of the service are value for money and customer focus. As such, this policy is intended to help to ensure that available resources are used as effectively and efficiently as possible in maintaining homes to the highest possible standard and that customer interests and influence are central to the delivery of the service.

**An essential part of the policy will be ensuring that South Tyneside Council and tenants are aware of and adhere to their responsibilities, to ensure that the number of repairs and associated costs are only carried out where required.**

### **2.2 Scope of the policy**

STH manages the council housing stock on behalf of South Tyneside Council.

The policy sets out the standards that customers can expect from STH and also the responsibilities that customers have in relation to taking care of their home.

### **2.3 Legislation and guidance**

South Tyneside Council has a legal responsibility to keep its homes in repair. STH manages this work on behalf of the council.

The Leaseholder Handbook provides further detailed information on repairs for which tenants and leaseholders are responsible.

In respect of leaseholders, the right to buy lease places a responsibility on the Council to keep the structure and exterior of the property in good condition with costs (there are also additional administrative costs) recoverable through leasehold service and repair charges.

In terms of repairs and maintenance responsibilities, the following list provides a guide to legislation and guidance (appendix 3 highlights their key elements):

- Section 11 of the Landlord & Tenant Act 1985
- Section 20 of the Commonhold and Leasehold Reform Act 2002
- The Defective Premises Act 1972
- The Homes Fitness for Habitation Act 2018
- The Environment Protection Act 1990
- Gas Safety (Installation and use) Regulations 1998 Amendment Regulation 2018
- The Secure Tenants of Local Authorities (Compensation for improvements) Regulations 1998
- Construction (Design and Management) Regulations 2015
- Reporting of Injuries, Diseases and dangerous Occurrences Regulations 2013
- Environmental Protection Act 1990 (EPA)
- Building Regulations 2010
- Building Safety Act 2022
- Regulator for Social Housing

Other legislation that may apply:

- The Equality Act 2010
- The Human Rights Act 1998
- Control of Asbestos at Work Regulations 2002
- Asbestos (Licensing) Regulations 1983 (2017)
- Asbestos (Prohibitions) Regulations 1983 (amended 1999)
- Asbestos worker protection directive (2009)
- Party Wall Act 1996
- Control of Substances Hazardous to Health 2002 (COSHH)
- Water Supply (Water fittings) Regulations 1999
- Health and Safety at Work Act 1974
- Protection from Harassment Act 1997

### 3. Aims and Objectives

(South Tyneside Homes') STH mission statement "**Dedicated to Great Homes, Great Places, Great Services, Great Company**" underpins our determination to provide an excellent repairs and maintenance service. This policy will help us to do this and deliver the overall vision for the organisation; "**Delivering excellent services in neighbourhoods through empowered and motivated staff.**"

The aim of the Repairs and Maintenance Policy is to contribute to the efficient and effective maintenance of our homes and the delivery of our corporate objectives:

- Providing quality homes
- Regenerating neighbourhoods
- Involving customers
- Delivering excellence
- Employer of choice

Our involved tenants have been consulted through our Check and Challenge Group during the development of this policy. Their feedback and input has helped to shape our strategic objectives. The objectives of the policy are to:

- Provide a fair, efficient, prompt and cost effective responsive repairs service which is clearly understood by all partners including staff, customers, contractors and elected representatives
- Inform which repairs we are responsible for and which repairs are the responsibility of the tenant
- Deliver high levels of customer care and customer satisfaction
- Monitor the performance of the repairs service to seek continuous improvement
- Provide a service which reflects our commitment to equality of access to the repairs service for all customers and to take account of the needs of vulnerable people
- Ensure that the repairs service is provided consistently to all customers
- Promote understanding of STH legal responsibilities in relation to responsive repairs

## **4. Policy**

A key purpose of this Repairs and Maintenance Policy is to set out in detail those works that are provided by STH as part of the repairs and maintenance service. STH is under a clear legal duty to maintain South Tyneside Council's housing stock, but tenants and leaseholders also have certain maintenance obligations. For tenants, those obligations are set out in the Tenancy Agreement and for leaseholders a summary is provided in the Leaseholder Handbook. Precise descriptions of Leaseholder responsibilities are detailed in each individual Lease.

Despite the legal repair and maintenance responsibilities referred to above, STH retains a degree of discretion as to how it discharges those responsibilities. This arises from the fact that resources are not limitless and STH is obliged to make certain decisions about priorities. This is as true for responsive work as it is for major capital schemes.

STH Property Services team operate repairs using modern, mobile working and smart diary systems. This technology allows us to work as efficiently as possible whilst offering a high-quality service to our tenants.

### **4.1 Identification**

All STH staff (and our contractors) will show formal identification when visiting tenants' homes. Customers should refuse access when identification is not presented and can contact us to confirm the identity of a member of staff.

### **4.2 Repairs completed in one visit**

STH will try to ensure that repairs are completed in one visit to the customer's home wherever possible. We do this by providing our operatives with all relevant training required including, 'bolt on' skills which will negate the need for other trades to visit on most occasions.

If the repair cannot be completed in one visit, i.e. where a repair requires parts or materials that must be ordered, STH or its Partners will inform the customer of the likely date for repair completion and arrange to agree an appointment to return and complete the work.

### **4.3 Condition Matters**

Poor property conditions have a significant impact on customers' health and wellbeing, staff time, repairs costs and void times.

This protocol has been developed in partnership with STC and other agencies, to:

- address properties that are in a poor condition, unclean, and a fire or health risk
- support our most vulnerable customers with tailored support plans
- address non-compliance

It is the responsibility of all those who have a concern regarding the condition of a property to report it. Developed within this protocol there is a clear reporting process for customers, staff and other agencies.

The process makes clear the roles and responsibilities of organisations and services and gives a procedure for dealing with the unacceptable condition of a property (see appendix 4 for the full procedure).

The aims of the process are to:

- identify all properties that are in a poor condition
- identify vulnerable customers who need support and tailor action plans to suit their needs working in partnership with other agencies
- clarify who is responsible for what element of the process
- clarify whose legal responsibility it is to arrange / pay for the cleaning and clearing of unacceptable property conditions
- reduce time wasted considering which service is responsible for what
- identify how to work in a more proactive way together to encourage people to change their behaviours

#### **4.4 The Right to Repair**

The Right to Repair Scheme gives tenants the right to have some small emergency or urgent repairs carried out within a set timescale. Compensation to a maximum of £50 per repair may be claimed if the Council fails to meet this obligation.

A qualifying repair:

- has an estimated value of less than £250
- is classed as an emergency or urgent repair by the STH defined [here](#)



The Right to Repair does not apply where:

- the tenant chooses to have a repair carried out by appointment
- the repair has an estimated value of £250 or more
- the tenant has not provided access for inspection or for the repair to be carried out, having been given a reasonable opportunity to do so

See appendix 5 for a table of qualifying repairs and response times.

## **5. Reporting Repairs**

It is the responsibility of the tenant to maintain their home to a good standard. STH provide information for tenants regarding maintaining properties via leaflets and information videos which are available on our website.

It is the responsibility of the tenant to report any faults or damage to their home and / or communal areas immediately.

Repairs can be requested in a number of ways:

- By telephone – 0300 123 6633
- Online at [www.southtynesidehomes.org.uk](http://www.southtynesidehomes.org.uk)
- By email – [connect2@southtynesidehomes.org.uk](mailto:connect2@southtynesidehomes.org.uk)
- Via Facebook - /stynesidehomes
- In writing
- In person
- Reported to a STH member of staff
- By Typetalk. Textphone users please prefix our telephone number with 18001

While operatives are attending a repair to a tenant's home, and the tenant identifies additional repairs required from a different trade, the operative will advise the tenant of the repairs reporting process or report the repair on behalf of the tenant, using the reporting process while with the tenant, so appointment times can be agreed.

As soon as a repair request is received it is given a unique reference number. Customers who report a repair by phone will be provided with this number.

Our reporting team will discuss the repair requirements with the tenant and will then use our repairs diagnostic system to ensure an appointment is made for the correct operative with the correct time to carry out the work.

The tenant will then receive up to three SMS text messages:

- a receipt within 24 hours of raising the repair
- a reminder on the day prior to the repairs appointment (3 and 20 day appointments only)
- as the operative is on route to their home

Repairs receipts are available by letter when requested.

It is the responsibility of the tenant to allow access to the property for STH to carry out and complete all repairs and maintenance as per agreed appointment. Failure to allow access is a breach of the tenancy agreement and could result in further action (page 10, paragraph 6.4 of the tenancy agreement).

## **5.1 Repairs 24 hours**

Repairs can be reported using the 24 hours contact number 0300 123 6633.

The 'out of hours' emergency service is available outside normal working hours for those repairs which pose an immediate risk to people or property.

The intention of the service is to 'make safe' any immediate risks. The operative will try and fix the fault during the initial visit. In some cases the operative may need to raise orders for replacement parts, equipment or other trades. In these circumstances the follow up repair will be carried out in accordance with our specified repair categories.

In situations where a tenant misleads a 'call handler' and an operative attends the property to find that there was no genuine emergency, then we may recover the cost of attending and repairing the fault from the tenant (see rechargeable repairs, section 5.5). An example of this would be a tenant reporting a serious burst causing damage to the property, and the operative attending to find a small leak which could have easily been contained by the tenant.

If the operative is not able to gain access to the property to complete an emergency repair then we may also recharge the tenant for all reasonable costs incurred by us.

In situations whereby an emergency repair is required but our operative is unable to gain access then we may force entry to make safe the fault (see rechargeable repairs, section 5.5)

## 5.2 Repair categories

The table below shows our repair categories and response times. **However, these timescales are maximum timescales, and our contact centre will agree a suitable appointment with you within these timescales.**

Category	Response
<b>Emergency repairs</b> <i>(risk to the safety of people and / or property)</i> E.g. a total loss of electricity.	Attend and make safe within 4 hours. Where necessary we will make a repair
<b>Urgent repairs</b> <i>(affecting the tenants ability to live comfortably in their home)</i> e.g. partial loss of electricity	Completed 1-3 working days by appointment
<b>Routine repairs</b> <i>(day-to-day faults)</i> e.g. repair to internal door handle	Completed in 20 working days
<b>Planned repairs</b> <i>(Non-urgent failed or damaged items that do not adversely affect your use of the home )</i> e.g. major plastering	Maximum 3 months
<b>Planned maintenance</b> <i>(repairs deferred for a fixture or fitting which we already plan to replace in the near future or in some cases where repairs can be delivered more efficiently and in the interests of delivering value for money)</i>	Timescales specific to particular programme
<b>Cyclical maintenance</b> <i>(programmes of work repeated at regular intervals)</i> e.g. gas servicing, lifts, electrical circuit testing	Timescales specific to particular programme

An outline of the repair categories and the type of repair can be found at <https://www.southtynesidehomes.org.uk/article/61483/Types-of-repairs>

## 5.3 Upgrading timescales for repairs

Although STH operates the repair response times set out above, there will be certain circumstances, where a more immediate response is required to repairs, which are normally not emergencies.

The policy of STH is based on putting the health and safety of customers first, applying a 'fail safe' approach. As such, a repair will be upgraded where the customer states that that it is necessary in order to avoid a significant detrimental impact on their health. The information provided by the customer will be accepted at face value, and falsifying information will result in the customer being re-charged with the additional cost.

#### **5.4 Responsibility for repairs**

Maintaining properties is a joint responsibility.

**STH** is responsible for maintaining the **structure and outside** of the property, including shared (communal) areas.

The structure of the property includes:

- Drains, gutters and external pipes
- The roof, outside walls, outside doors, windowsills, window catches and window
- Frames (including necessary external painting and decorating)
- Internal walls, floors (excluding floor coverings), ceilings, doors, door frames
- Hinges and skirting boards
- Chimneys, chimney stacks and flues (including sweeping)
- Main entrance path
- Major plasterwork
- Integral garages and stores
- Irrigation or drainage works where gathered water is affecting the integrity of the property

STH is also responsible for the installations of water heating, sanitation, and for the supply of water, electricity, gas and drainage inside your home, including:

- Basins, sinks, baths, toilet, flushing systems and waste pipes
- Showers **that we have installed**
- Electric wiring including sockets and switches fuses, light fittings (excluding bulbs and plugs fitted to tenants' appliances)
- Gas pipes, water pipes, water heaters, fitted fires and central heating installations

Where electric fires are a secondary heat source and a decorative feature within the living room, STH will be responsible for ensuring the electrical supply up to the fire. Any repairs or renewal of the fire will be the responsibility of the tenant. Where the tenant feels the fire is no longer required, we will discuss removal options with them.

STH is responsible for some repairs outside your home, including shared areas in blocks of flats or on estates, lifts, door entry phones and rubbish chutes.

The tenant is responsible for the general upkeep and maintenance of their home, including minor repairs, which may include:

- Decorating the inside of your home
  - Electric plugs fitted to tenants' appliances (not sockets)
  - Fuses and light bulbs
  - Toilet seats and lids
  - \* Maintenance of catches and locks
  - Bath and sink plugs and chains
  - Washing machine plumbing and fitting
  - Showers not fitted by us
  - Cookers, ovens and hobs owned by the tenant
  - Floor, wall and fireplace tiles
  - \* Maintenance of kitchen cupboards and drawers
  - Small cracks in plaster
  - Releasing windows stuck after internal painting
  - \* Maintenance of fences
  - Clearing and upkeep of ground level gullies and grates
  - General upkeep of gardens and surrounding areas
- \* As above, maintenance will include cleaning / lubricating of parts and tightening of screws as required.

It is the responsibility of the tenant to keep their garden tidy and free from rubbish and debris. Grass or lawns must be cut and in good condition and hedges must be clipped and kept to a maximum of 1.8m (6ft) at the back of the property and 1.2m (four feet) at the front of the property.

STH will not be responsible for carrying out drainage or irrigation works to any attached gardens. However, if access water in the garden is affecting or causing damage to the property we will carry out work to remedy this.

Should works be required to fences, gullies or drainage etc and access prevented by shrubs, bushes or trees, the tenant is required to prune or remove the shrubs, bushes or trees to allow access as required.

Appendix 6 illustrates the repairing responsibilities for the tenant and landlord.

## 5.5 Rechargeable repairs

STH is not responsible for any repair or replacement needed as a result of any action or neglect by the customer and their family, any sub-tenant, visitor, third party or pets.

STH is not responsible for the repair or replacement of anything that has been installed or fitted in the property by the current tenant without our written consent.

Tenants and former tenants are responsible for (and will be charged for) any costs incurred by STH as a result of:

- Damage to the property resulting from an act of intentional or negligent behaviour by the tenant, anybody living with the tenant, or anybody visiting the tenant's home,
- Any court costs resulting from a breach of tenancy conditions – for example as a result of incidents of antisocial behaviour or in gaining access to properties to carry out a gas service
- Boarding up and re-glazing windows, resulting from an act of intentional or negligent behaviour by the tenant, anybody living with the tenant or anybody visiting the tenant's home
- Lock changes and replacement keys if the tenant has lost their keys or locked him or herself out of the property
- Removal of items left in communal areas
- Clearing properties at any time during a tenancy or at the point the tenancy ends
- Clearing gardens at any time during a tenancy or at the point the tenancy ends
- Abuse of the emergency call out service e.g. when the repair required is not really an emergency but has been reported as such
- Making good any alterations or improvement\* carried out by the tenant which has resulted in damage to the property or neighbouring property

*\* An improvement is defined as a change or alteration to the property which would bring it to a more desirable condition without reducing its value. The quality of fittings and workmanship must be approved by the organisation. Any alterations must also meet any associated Health and Safety regulations when inspected to be defined as an improvement.*

Leaseholders will be charged through their annual bill for their proportion of the cost of any repairs or maintenance they are responsible for as set out under the terms of their lease.

If a customer feels they should not be recharged for a particular repair they can appeal against it within 20 working days of the date of the invoice.

## **5.6 Exemptions to the rechargeable repairs procedure**

As an organisation, we have a duty to assess the tenant and former tenant for vulnerability and ability to pay, ensuring that undue hardship is not suffered. Using these guidelines any charges due to be applied will undergo an assessment before being enforced or method of collection agreed.

We will not make a re-charge in the following cases:

- To the family of a tenant who has passed away
- When a tenant goes into residential care
- Where a tenant has been a victim of a serious crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police
- Any damage which is accidental and meets the following criteria:
  - The damage is not part of a history of repeated accidental damage, and the tenant has been identified as vulnerable and the damage caused is as a result of their vulnerability
  - Any damage caused to the home of a tenant by someone behaving in a hate crime or anti-social way. The incident should have been reported to STH staff as an act of hate crime or anti-social behaviour

Outgoing tenants will not be charged for improvements made to the property that have been agreed to in writing by STH. Similarly, they will not be charged for items left in the property, such as carpets and fitted wardrobes, which again, have been agreed by STH.

## **5.7 Repairs to communal areas**

As well as responsibility for repairs to individual property, STH is responsible for repairs to communal areas both inside blocks of flats and outside on estates.

STH inspects and decorates these areas as appropriate, but will decorate at least once every 6 years.

## **5.8 Leaseholders**

A leaseholder is a person who has bought a property where the building or part of the building and grounds are owned by South Tyneside Council. A lease agreement sets out the repairing responsibilities of each party.

Leasehold customers are generally responsible for internal repairs to their home. The Council is generally responsible for maintaining the structure and exterior of leasehold properties, including all shared areas in and around them. A full list of repairing responsibilities for leasehold properties can be found at appendix 11.

Section 20 of the Landlord and Tenant Act 1985 (which was replaced by Section 151 of the Commonhold & Leasehold Reform Act 2002 but is still referred to as Section 20) requires the Council to consult with leaseholders about work it may be proposing where the contribution of the leaseholder is going to exceed £250.

## **5.9 Gaining access**

The requirement to allow access to their home is set out in the respective agreements of tenants and leaseholders. Access may be required by STH and its contractors, or the Council, to undertake planned maintenance or renewal works, repair work, annual gas safety checks, periodic electrical checks or inspections.

To support access for repairs, tenants are responsible for cleaning surfaces, moving furniture and lifting carpets (or laminated flooring). Where this is not done and staff or contractors have to lift carpets or move furniture, STH cannot be held responsible for any damages.

Refusal to allow access can lead to legal proceedings with costs being passed on to the tenant or leaseholder.

In the event of an emergency where the tenant, leaseholder or a member of the household cannot be contacted, STH retains the right to gain entry with support from the police.

## **5.10 Decanting customers**

Decanting is the process of providing alternative accommodation for a tenant or leaseholder so that repair or refurbishment of their home can take place.

Because of the costs involved and the disruption to the customer, decanting is only used as a last resort, where the nature of the work means the health and safety of



the customer could be at significant risk if they do not leave their home when works are taking place.

Decanting is usually a planned process but there may be some occasions where decants cannot be planned for, such as where the tenant or leaseholder cannot remain in their home because the property has become uninhabitable.

STH recognises that moving people from their home can be a stressful experience. Where a decant is required, STH will follow its Decant Policy and Procedure to ensure disruption is minimised and extra help and support is provided where required.

### **5.11 Repair inspections**

Some repairs need to be checked by a Surveyor to assess the scope of the works. Inspections are usually carried out for:

- All planned repairs, usually involving a number of trades
- When the tenant is not able to identify the problem
- When the responsibility for the repair may rest with the tenant
- Where previous repairs have failed to solve a problem
- Where repairs affect more than one tenant e.g. repairs to communal entrances
- Where surveying schedules / specifications etc are required prior to works being ordered
- Where an investigation is needed to identify the underlying cause of the problem
- Works to a block / communal area where leaseholders may be charged
- Where notice of termination of tenancy is given by tenant, access must be given to assess repairs
- Where specific surveys are required
- Where high value works are required

### **5.12 Access limitations**

In situations where a tenant refuses access to inspect the property, and where we have given at least 24 hours' notice of the inspection, then we may obtain a court order to force entry to inspect the property.

The service aims to carry out pre-inspections within 15 days with an appointment arranged when the repair is initially requested.

## 5.13 Condensation

Condensation occurs when moist air (produced when cooking or running a bath, for example) hits a cold surface, such as a cold wall or window.

To prevent condensation:

- ensure your home is heated effectively
- reduce the amount of moisture produced in the home e.g. by covering boiling pots, drying washing outside or in a well ventilated room
- keeping the kitchen and bathroom doors closed when in use and opening windows for ventilation
- wipe down any condensation that forms on windows or sills preventing damage to décor and mould growth
- use extractor fans or cooker hoods where provided and report any defective equipment to STH

Sometimes dampness can be a combination of condensation and a leak or water penetration. STH is responsible for repairing all leaks.

STH provide further information for tenants regarding condensation and maintaining properties via leaflets and information videos which are available on our website.

## 6. Other Information

### 6.1 Empty Homes repairs categories

When a property becomes empty we carry out any necessary repairs as soon as possible. Following a clearance, repair survey, periodic test and capping gas supply, the property will be categorised for repair targets as follows:

- **Category 1** - Minor or no repairs **(7 calendar days)**
- **Category 2** - these properties will require a number of routine repairs to be carried out e.g. new internal doors, minor plastering **(14 calendar days)**
- **Category 3** - these properties will require extensive plastering, door renewals, woodwork repairs and / or one element of decent homes work i.e. Kitchen or bathroom **(21 calendar days)**
- **Category 4** - these properties will require structural repairs i.e. Damp proof course, woodworm treatment, floor heave, two or more elements of Decent homes work **(56 calendar days)**

The following works will be completed within five calendar days of receipt of keys:

- Lock change
- Key safe installed
- Property cleared
- Asbestos survey
- Electrical periodic test
- Gas capped off
- Repair survey completed
- Energy performance survey completed
- Work package raised

## **6.2 Empty Homes Lettable Standard**

All properties are let to our 'Lettable Homes' standard (see appendix 7).

New tenants will sign a lettable standard checklist at the offer viewing. All tenants will receive advice on decorating and fuel suppliers.

## **6.3 Appointments**

STH will offer tenants an appointment for all repairs works excluding emergency repairs. Appointments are provided during the following:-

- 8am to 8pm hours Monday to Friday (excluding bank holidays)
- 9am to 1pm on Saturdays (excluding bank holiday weekends)

Appointment slots include:

- Morning - 8am to 12 noon, Monday to Friday
- Afternoon - 12 noon to 4.30pm, Monday to Friday
- School run - 10am to 2pm, Monday to Friday
- Evening - 4.30pm to 8pm, Monday to Friday (only on request)
- Saturday – 9am to 1pm (only on request)

In the event of multiple visits being required, STH will offer an appointment for the first visit and discuss future access arrangements with the tenant at that first appointment.

Where additional minor repairs are brought to the attention of the operative by the tenant, whilst attending to another repair; every effort will be made to carry out the additional repairs.

In addition, to the routine appointment slots, we also endeavour to arrange specific appointments to suit the customer's needs to carry out annual gas safety checks.

If the tenant or other responsible adult is not at the property at the scheduled appointment time, a card will be left informing the tenant that the repair order has been cancelled and that they should contact us to request another appointment.

Missed appointments cost STH in terms of time and money. This cost is ultimately borne by all tenants. If the tenant misses a pre-agreed appointment, the job will be cancelled and a card left at the property informing the customer of that fact and that the repair will need to be reported again to STH. In such situations, tenants may be charged for the additional costs incurred.

If the appointment is to deal with an emergency e.g. a serious water leak causing damage to the fabric of the property or it is a Health and Safety risk, it may be necessary to gain access with support from the police. Once again unnecessary additional costs may be charged to the customer.

As detailed in *Managing Unacceptable Behaviour from Customers* tenants may be recharged (or face further action) for:

- persistently raising repairs but not being in the property when our operatives call
- not preparing the property
- not allowing access when our operatives call

#### **6.4 Insurance**

STH will ensure the structures of our properties are insured. Customers are responsible for the contents of their home (including their furniture and belongings). Customers are responsible for any insurance cover for their furniture and belongings and for any insurance to cover them in case they cause damage to their neighbour's property, fire, theft, vandalism or water damage such as burst pipes.

We can provide details of a low-cost Household Contents Insurance scheme to our customers.

#### **6.5 Improvements and alterations**

Secure tenants have a legal right to make alterations and carry out improvements to their home, provided that they obtain written permission from STH before they carry out any works and seek all relevant permissions from the council's planning and building control departments.

Where the customer is a leaseholder, they may also need to obtain permission as detailed in their lease, and the additional permissions detailed above.

Failure to obtain permission before commencing works would represent a breach of the tenancy agreement and / or the lease and could result in legal proceedings.

STH retain the right to refuse permission or place conditions where the requested alteration may cause future issues, such as:

- Health and Safety (e.g. garden pond)
- Future maintenance (e.g. specific servicing of solid fuel appliances)
- Cosmetic (e.g. external paint or render colouring)
- Obstructive (e.g. Blocking natural light into a neighbouring property)

The above list is not exhaustive.

Following receipt of an application, STH will respond within 15 working days. On some occasions, a surveyor will arrange to assess the improvement / alteration within 10 working days, and respond within 5 working days of the assessment. Customers must not start any improvement work until written permission has been given.

Permission for works to be carried out will be subject to the following:-

- all other Planning and Building Regulations permissions have been obtained
- any written requirements identified by STH have been complied with
- written approval for your request from the STH Specialist Services team
- the work is carried out by competent and appropriately qualified and registered workers in compliance with the relevant regulations and using materials satisfying European Standard Specification
- access to inspect works in progress and on completion is available
- the installation, alteration or addition is kept in a good state of repair
- the installation, alteration or addition is to be removed on termination of the tenancy (where this is a condition of permission)
- receipt of invoices for all works carried out and associated materials

Please note, for health and safety reasons, we do not allow the installation of any appliance that requires a periodic inspection e.g. wood burning stove.

The customer is responsible for any repairs, maintenance or replacement of the improvement / alteration that may be necessary. Upon vacating the property, the alterations or additions must be left or the property must be reinstated to its previous condition. If unauthorised improvements are identified the customer may be recharged for works to reinstate the property, in line with the Rechargeable Repairs Procedure.

Secure tenants may be entitled to compensation for some improvements, once they leave the property at the end of the tenancy. To qualify tenants must provide evidence that they carried out the improvement and that the required permissions were granted.

Compensation may be awarded for a single improvement that cost over £50 but not more than £3000. Any repayment is calculated on a set formula which takes annual depreciation, the notional life of the installation as well as the current condition from the original costs into account (see table in appendix 8 for estimated notional life).

Please note compensation will only be considered where initial written approval to carry out alterations has been granted, and completed works have been inspected by a surveyor from STH where required.

Full details of how to apply to carry out alterations / improvements to your home can be found in the Improvements and Alterations procedure.

## **6.6 Post- inspections and quality control**

It is very important that the services we provide offer value for money and that tenants are satisfied with the repairs that we carry out.

The Property Services team monitor and audit the work on a weekly basis to ensure costs have been charged correctly. They also monitor high value works of £500 and above to verify the works completed and the quality of works are up to standard. As part of the auditing process repeat jobs on similar property elements are reviewed to identify future planned programmes or replacements, which will ensure value for money in delivering repairs.

We aim to check up to 10% of all repairs carried out to make sure they have been completed to a good standard. We may also check completed repairs when:

- the repair has failed to solve the problem
- The quality of the repair is not acceptable to the tenant.

To support the post-inspection process we carry out monthly surveys to tenants who have had repairs carried out. Any issues identified in the survey responses are followed up both internally and with the tenant. Within the survey tenants have an opportunity to provide comments on service delivery. Information from the surveys is used in shaping and designing the service to meet the needs of our tenants.

## **6.7 Planned maintenance programme**

The Planned Maintenance Programme replaces whole elements that fail across our housing stock. This programme complements the work undertaken through the various aspects of revenue funded maintenance work and ensures value for money. It also allows large one-off schemes to be undertaken, as identified through repairs work (see appendix 9 and appendix 10 for details).

Following the completion of the Decent Homes Programme in December 2016, the aim of the Planned Maintenance Programme is to maintain the homes we manage at the South Tyneside Standard, through elemental programmes. This Programme ensures that investment achieves value for money through only investing in stock that is sustainable.

### **6.8 Environmental policy statement**

STH is dedicated to minimising the environmental impact of its activities and has set out its aims and objectives in the organisation's Environmental Policy Statement.

STH operates an Environmental Management System which is certified to the ISO14001 standard.

We have implemented a number of measures and practices to reduce the environmental impact of our repairs and maintenance activities which involve minimising waste, resource conservation, and sustainable transport. STH works closely with suppliers and contractors to ensure they are aware of our Environmental Policy and they adopt the same standards when working in our properties.

STH ensures that materials and technologies used in maintaining homes have minimal environmental impact we also help tenants to use equipment installed in their home as efficiently as possible.

### **6.9 Health and safety**

STH is committed to ensuring all works have a minimal negative impact on the delivery of services for all of its employees, customers and visitors. To achieve this, STH accepts that this policy requires a high level of management commitment, professional competence and the allocation of adequate resources, together with an adherence to the our Health & Safety policy and organisations code of conduct.

STH recognises and accepts its legal responsibilities and duty of care to all employees, customers and visitors, under the Health and Safety at Work Act and other appropriate legislation applicable to STH. This document also applies to all sites and contracting partners under the jurisdiction of STH and covers such works carried out on behalf of South Tyneside Council in properties not owned or managed by STH.

### **6.10 Confidentiality**

Under the Data Protection Act 2018 and General Data Protection Regulation (GDPR), all personal, special category and criminal conviction data however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or committee member
- sensitive organisational information

Officers will ensure that they only involve other agencies and share information when there is a lawful basis to do so and where we are acting fairly and transparently, unless:

- STH is required to by law
- the information is necessary for the protection of children

## **7. Customer Satisfaction, Feedback and Complaints**

### **7.1 Customer satisfaction survey**

Customers may be contacted via an automated call in the days following a repair being carried out.

This method will allow the customer to give feedback on the customer experience of the repairs service. The survey also has an option for the customer to leave a comment regarding the repairs service.

### **7.2 Customer feedback and complaints**

We always want to hear tenants' views on our services, both positive and negative.

When a tenant tells us that they are not happy with the service we have given, we use this feedback to put things right and make sure the same mistakes don't happen again.

For example, a complaint can be made if:

- we have not delivered a service on time
- we have not delivered a service at all
- we have given you the wrong information
- a tenant has received a poor quality service
- a tenant has a complaint about a member of staff
- a tenant did not receive any information about an enquiry they have made to us
- a tenant is dissatisfied with the service they have received

A complaint can be made or a compliment can be given in the following ways:

- In writing to:
  - South Tyneside Homes Customer Services Team
  - South Shields Town Hall and Civic Offices
  - South Shields
  - NE33 2RL



- By telephoning our Housing Service Centre on 0300 123 6633
- By speaking with a Customer Service Advisor through our LiveChat service on our website
- By e-mail to [connect2@southtynesidehomes.org.uk](mailto:connect2@southtynesidehomes.org.uk)
- The reporting the issue to your Neighbourhood Officer or Housing Plus Officer
- Via your local councillor

## **8. Implementation / Roles and Responsibilities**

### **8.1 Implementation**

Responsibility for approval of this policy lies with South Tyneside Council.

### **8.2 Roles and responsibilities**

Responsibility for approval of this policy lies with South Tyneside Council.

The Managing Director of STH is ultimately responsible for ensuring the policy is adhered to.

The Head of Property Services and Asset Management is responsible for ensuring the policy is adhered to across Property Services.

The Repairs and Maintenance Manager is responsible for ensuring the monitoring, timely review, implementation and communication of the policy.

The table below details the responsibilities of staff for reviewing and updating information for the following sections:

Condition Matters / Concern Matters Protocol	Head of Housing
Reporting Repairs	Head of Asset and Property Services / Assistant Head of Housing - Customer Service, Welfare and Income
Rechargeable Repairs	Head of Asset and Property Services / Head of Housing
Leaseholders	South Tyneside Council Leasehold team
Empty Homes	Empty Homes Construction Manager

### **8.3 Communication**

The policy will be communicated to all stakeholders via publication on the STH website.

All managers will be briefed (through Performance Matters) on the policy to ensure they understand their role and duties.

The policy will be communicated to employees via publication on the STH intranet. The policy has been shared, and agreed, with South Tyneside Council as its strategic partner.

#### **8.4 Involvement**

STH is committed to involving our customers in scrutinising and shaping services in order to achieve continuous improvement and value for money.

Our customers will continue to have a say and influence services through our Involvement Framework which includes:

the Tenants' Scrutiny Panel and Check and Challenge Group who have a direct link to the Company's Board and the Council's Housing Performance Panel

- events, focus groups and partnership working to make sure that we are taking into account views that represent our customer base, including those who are harder to engage
- a robust customer feedback and complaints procedure to enable our customers to give us feedback, which is monitored and used to shape our services
- an Annual Report to Tenants, which is produced by our customers with the support of STH and South Tyneside Council

#### **8.5 Equality and diversity**

STH and South Tyneside Council value the diversity and equality of the communities that they serve and aim to provide services that meet the needs of those communities. This policy will therefore be implemented without discriminating against any of the protected characteristics covered by the Equality Act 2010. We also operate in accordance with the Equality and Human Rights Commissions Code of Practice in Rented Housing.

We ensure our service is responsive, customer focused, sensitive and flexible by taking positive action to meet the diverse needs of some of the most vulnerable people in the borough.

This policy recognises this need for extra support and different consideration when arranging repairs and maintenance appointments with vulnerable tenants, particularly those whose first language is not English, who have a mental health issue or who have a low literacy level. Our staff must take responsibility whenever

such vulnerabilities are identified, to ensure that relevant information is accurately recorded electronically wherever appropriate.

This policy has been developed in accordance with our Single Equality Scheme, which supplements our Equality Check (see appendix 1).

To ensure that our services are accessible to all, we have a range of support services in place, which include:

- British Sign Language Interpreters
- Written information in a range of languages and formats (for example large print, Braille or audiotape)
- Arranging for an interpreter to explain our written / spoken information
- Arranging appointments around times of the week or periods that may be culturally sensitive for religious reasons
- Arranging for you to speak to a member of staff of the same gender
- Hearing induction loop systems
- Home visits to customers who are unable to access our offices
- Chaperone visits
- Report repairs by telephone – even out of hours emergencies
- All repairs, apart from emergencies, carried out by appointment, at a time that is suitable for you
- Appointments made available am, pm or between the school run (10am – 2pm) Monday to Friday and between 9 am and 1 pm on Saturday
- Report repairs using the Internet or text messaging
- Welcoming calls through Typetalk

To access any of these services please request them when you call.

## **9. Monitoring and Review**

This policy will be continuously monitored to allow for weaknesses and areas for improvement to be identified.

Responsibility for reviewing the policy, ensuring it is up to date and compliant with current legislation and good practice, lies with the Repairs and Maintenance Manager. Any such review of the policy shall be carried out in consultation with the Council's Head of Development Services.

Any related risk assessments, changes in legislation, enforcement action or the occurrence of any serious incidents or accidents shall act as triggers to an immediate review of the policy and related procedures.

Levels of tenant and leaseholder satisfaction will be monitored to identify whether services are meeting their needs.

Our Service Standards also set out required performance levels which are also monitored on a bi-monthly basis. We will:

- Inspect requested repairs within 15 working days
- Attend to a repair classified as an emergency within 4 hours
- Attend to a repair classified as urgent within 3 working days
- Attend to a repair classified as routine within 20 working days

## **10. Links and References**

### **10.1 Other documents to be read in conjunction**

- Tenancy Agreement
- Easy Read tenants handbook
- Complaints and Compliments Service Standards
- Estate Management Service Standards
- Alteration and Improvement Procedure
- Mutual Exchange Procedure
- Gas Policy
- Leasehold Policy
- Rechargeable Repairs Procedure
- Condition Matters Procedure
- Concern Matters Procedure
- Management of Asbestos
- Water Management Hygiene
- Customer Care Service Standards
- Anti-Social Behaviour Service Standards
- Asset Management Principles
- Damp and Mould Policy
- Disrepair Protocol



## Appendix 1 – Equality Check

<b>Stage 1 – what is being assessed</b>
Name of policy, strategy or service being assessed: <b>Repairs and Maintenance Policy</b>
Date: 23 March 2024
<b>Stage 2 – who is carrying out the assessment</b>
Members of the assessment team: <ul style="list-style-type: none"><li>• Assistant Head of Asset and Sustainability</li></ul>
Others involved in the assessment (external challenge): <ul style="list-style-type: none"><li>• Periodic review (subject to full review on transfer of services)</li></ul>
<b>Stage 3 – aims of the strategy or service</b>
Briefly describe the aims of the policy, strategy or service: <ul style="list-style-type: none"><li>• To meet all legal and regulatory obligations and also ensure best practice is followed in relation to Repairs and Maintenance</li><li>• To provide a fair, efficient, prompt and cost effective responsive repairs service which is clearly understood by all partners including staff, customers, contractors and elected representatives</li><li>• To inform which repairs South Tyneside Homes are responsible for and which repairs are the responsibility of the tenant</li><li>• To deliver high levels of customer care and customer satisfaction</li><li>• To monitor the performance of the repairs service to seek continuous improvement</li><li>• To provide a service which reflects our commitment to equality of access to the repairs service for all customers and to take account of the needs of vulnerable people</li><li>• To ensure that the repairs service is provided consistently to all customers</li><li>• To promote understanding of South Tyneside Homes' legal responsibilities in relation to responsive repairs</li></ul>
<b>Stage 4 – knowing our customers and communities</b>
List the main customers, users or groups receiving, or affected by, this policy, strategy or service:  Internal Customers affected would be all services within South Tyneside Homes where customers and stakeholders are involved in improving services, including

corporate and senior managers, employees, the board and committees.

External Customers can be broken down into tenants, residents and leaseholders. Other external customers are South Tyneside Council, Social Services, sub-contractors and suppliers together with external agencies, utility companies and NICEIC.

### **Stage 5 – background information**

List any information from previous surveys, customer feedback or any relevant performance information that relates to this policy, strategy or service:

- Customer Satisfaction with housing repairs
- Tenant Satisfaction Measures (TSM)
- Right first visit
- Urgent repairs completed in timescales
- Emergency repairs completed in timescale
- % Appointments made and kept

### **Stage 6 – this stage looks at *barriers* to accessing services and any possible *discrimination* that customers and communities may face**

#### **Age (includes young people and older people)**

Please describe any barriers or potential discrimination:

1. Vulnerable elderly people may find it difficult to understand communications / appointments
2. Vulnerable elderly people may be afraid to answer the door due to bogus callers

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. All South Tyneside Homes staff have completed safeguarding training, but refreshed information should be given to staff and we will liaise with carers and family where appropriate
2. All South Tyneside Homes operatives carry identification and branded high visibility corporate workwear.

#### **Actions:**

1. Customer profile data and getting to know you to be completed surveys are complete so we hold correct tenant information and can respond appropriately



## **Disability (includes physical and mental disability)**

Please describe any barriers or potential discrimination:

1. People with learning disabilities may find written communications difficult
2. People with physical disabilities may have problems accessing our buildings
3. People who are visually impaired may not be able to read standard communications
4. Tenants may not always be aware (or have vulnerabilities impacting their ability to understand) the actions South Tyneside Homes need to take to enforce the policy.

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. We provide easy read documents
2. Our customer accessible buildings are DDA compliant
3. Repairs can be requested in a number of ways including telephone, online, email, typetalk and in person
4. We liaise with carers / family members to ensure support is provided to ensure works are completed

### **Actions:**

1. Ensure our customer profile data is up to date so we hold correct tenant information and we can respond appropriately.

## **Gender Reassignment**

Please describe any barriers or potential discrimination:

1. No barriers identified

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. N/A

### **Actions:**

1. No actions needed

## **Marriage and Civil Partnership**

Please describe any barriers or potential discrimination:

1. No barriers identified

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. N/A

**Actions:**

1. No actions needed

**Pregnancy and Maternity**

Please describe any barriers or potential discrimination:

1. No barriers identified

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. N/A

**Actions:**

1. No actions needed

**Race / Ethnicity**

Please describe any barriers or potential discrimination:

1. Communication may be difficult with customers whose first language is not English

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. South Tyneside Homes offer a range of communication methods. South Tyneside Homes has appointed an external supplier for telephone translations but not all staff may be aware of this.

**Actions:**

1. Language identification cards need to be updated and provided to all operatives
2. Consult with BAME groups to explore new methods of communication and delivery.

**Religion and Belief**

Please describe any barriers or potential discrimination:

1. We do not hold up to date information for all customers, so are sometimes unaware of religious practices or customs that may result in missed appointments
2. Some customers may have requirements for male only / female only / male and female joint visits.

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. We have some information recorded regarding our customer profile, this is currently being updated by our housing management teams.
2. We employ some females operatives who can attend appointments on request.

**Actions:**

1. Update and review customer profile information.
2. Research options where trades teams may require female only attendees out of hours.
3. We will actively encourage applications from females during the recruitment process

**Sex (Gender)**

Please describe any barriers or potential discrimination:

1. Parents doing the school run sometimes miss appointments
2. Women may be reluctant to allow male operatives into their home
3. Lack of awareness of appropriate language, attitude and treatment may cause offence

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. School run is now accommodated with appointments now offered between 10am and 2pm
2. We have some female operatives who can be deployed where the preference is highlighted
3. All staff are aware of Behaviour Matters

**Actions:**

1. Ensure all staff complete equality and diversity training (including training on working with Gay, Lesbian and Transcommunity)

**Sexual Orientation (lesbian, gay, bisexual people)**

Please describe any barriers or potential discrimination:

1. No barriers identified

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. N/A

**Actions:**

1. No actions needed

**Other groups (for example gypsies and travellers, carers, vulnerable adults etc)**

Please describe any barriers or potential discrimination:

1. Gypsies and travelling people live on temporary sites so have no access to repairs services

Please describe any measures you have already got in place to reduce inequality and ensure customers can access this service:

1. No measures in place

**Actions:**

1. No actions needed

- The health and safety of residents is paramount, and if a situation arises where this may be compromised, any equality and diversity considerations will be overridden

## Improvement Plan Template

The final stage is to produce your Improvement Plan. You will have identified the actions you need to take, who will be the lead officer and what resources may be required. This is your improvement plan and you need to monitored completion of the tasks. Any actions should be incorporated into your future service plans.

Adverse or negative impact (identify equality group & issue)	Actions to be taken	Resource implications	Lead Officer	Date for completion
<b>All Categories</b> – Customer profile data may not be up to date and accurate.	Ensure customer profile data is updated with Getting to Know You surveys completed so that we hold correct tenant information and can respond appropriately.	Not known	Head of Housing	31/03/26
<b>All Categories</b> – all employees to have a clear awareness and understanding of equality and diversity.	Ensure all staff complete equality and diversity training.	None	Head of Asset and Property Services	31/03/26
<b>Race / Ethnicity</b> – Communication may be difficult with customers whose first language is not English.	Language identification cards need to be updated and provided to all operatives.	None	Asst Head of Asset and Sustainability	31/03/25
<b>Race / Ethnicity</b> – Communication may be difficult with customers whose first language is not English	Consult with BAME groups to explore new methods of communication and resources.	None	Involvement Manager	31/03/25

<b>Religion and Belief and other Vulnerabilities</b> – May prevent customers having contact with specific operatives (due to specific characteristics)	We will encourage applications from females during the recruitment process	None	Head of Asset and Property Services	31/03/25
<b>Religion and Belief and other Vulnerabilities</b> – May prevent customers having contact with specific operatives (due to specific characteristics)	Research options for additional support / staff availability out of hours.	None	Head of Asset and Property Services	31/03/25
<b>Sex (Gender)</b> – Lack of awareness of appropriate language, attitude and treatment may cause offence	Ensure all staff complete equality and diversity training (including training on working with Gay, Lesbian and Trans community)	Not known	Corporate Business Manager	30/09/26

## **Appendix 2 - Landlord Repairing Obligations**

### **Section 11 of the Landlord and Tenant Act 1985**

This sets out the Council's repair duties and is incorporated into the terms and Conditions of the tenancy. These state that STH must:-

Keep in Repair the structure and the exterior of its properties (including the communal areas of flats):

- Walls
- Window Frames
- Roofs
- Access steps and path to the property
- Internal wall plaster (in some cases)
- External render and joinery
- Gutters, Drains and External pipes

This includes an obligation to make good any damaged decorations or to redecorate after completing any repair work.

Repairing any defects can mean South Tyneside Homes has to renew or replace part of the structure.

Keep in Repair and Proper Working Order:

- the installations
- for the supply of water, gas and electricity
- for sanitation
- for space heating and heating water

This includes basins, sinks, baths and sanitary conveniences within the properties occupied by secure tenants. STH has a responsibility to carry out the works within a reasonable time.

## Appendix 3 – Legislative Guidance

**Section 20 of the Landlord and Tenant Act 1985** (which was replaced by **Section 151 of the Commonhold & Leasehold Reform Act 2002** but is still referred to as Section 20) requires STH to carry out formal consultation of leaseholders on certain repairs and maintenance work on behalf of the Council. STH must consult leaseholders about repairs but only when the contribution from the individual leaseholder is likely to be more than £250.

The Leaseholder Handbook provides more detailed information on leaseholder repair obligations and how the organisation consults leasehold customers about qualifying “Section 20” repairs.

**The Defective Premises Act 1972** places a duty of care on STH to ensure that tenants and leaseholders are reasonably safe from personal injury and harm caused by damage or defects to their home. The fact that a defect may not have been reported does not remove liability.

The Defective Premises Act 1972 also requires South Tyneside Homes to see that the work which he takes on is done in a workmanlike or, as the case may be, professional manner, with proper materials and so that as regards that work the dwelling will be fit for habitation when completed.

**The Environment Protection Act 1990** introduced the concept of a statutory nuisance where a home is either prejudicial to health or where it is causing nuisance. In such instances, an abatement notice may be issued by the Council to say what must be done and when it should be done by. Where there is possible risk to life, such as a gas leak, the law allows forced entry.

Under **Gas Safety (Installation and use) Regulations 1998**, STH is responsible in certain circumstances for making sure that gas installations and appliances are maintained in good working order and are checked for safety every 12 months. STH is required to keep a record of checks and provide a copy of the inspection certificate to the tenant.

**The Secure Tenants of Local Authorities (Compensation for improvements) Regulations 1998** introduced a right for tenants to be compensated for certain qualifying improvements. Where the tenant qualifies for compensation, STH will ensure that claims are dealt with promptly when the tenant moves from their home.

### **The construction (Design and Management) Regulations 2015**

The Construction (Design and Management) Regulations 2015 (CDM 2015) came into force on 6 April 2015, replacing CDM 2007. It describes the law that applies to the whole construction process on all construction projects, from concept to completion; and what each duty holder must or should do to comply with the law to ensure projects are carried out in a way that secures health and safety.



## **Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013**

Often known as RIDDOR, this is a 2013 statutory instrument of the Parliament of the UK. It regulates the statutory obligation to report deaths, injuries, diseases and 'dangerous occurrence' including near misses that take place at work or in connection with work.

## **Environmental Protection Act 1990 (EPA)**

This is an act of Parliament of the UK that as of 2008 defines, with England and Wales and Scotland, the fundamental structure and authority for waste management and control of emissions into the environment.

## **Building Regulations 2010**

The Building Regulations 2010 cover the construction and extension of buildings and are supported by approved documents which set out detailed practical guidance on compliance.

## **Housing Act 2004**

The Housing Act 2004 introduced the Housing Health and Safety Rating System (HHSRS), which assess 29 housing hazards and the effect that each may have on the health and safety of current or future occupants of the property.

Section 239 of the Housing Act 2004 allows South Tyneside Homes subsection 2 allows for an appropriate officer of the local authority to gain access to a property at any reasonable time for the purposes of carrying out a survey or examination, where it is considered a dwelling a survey or inspection is required.

South Tyneside Homes must give the occupier of the dwelling at least 24 hours notice of their intention to enter the premises when acting on a Section 239 notice.

## **Building Safety Act 2022**

The Building Safety Act 2022 focuses on the safety and standards of all buildings, assuring the safety of higher-risk buildings, both in construction and occupation. There is a specific focus on ensuring the competence of the people responsible for overseeing, managing, and delivering works to higher-risk buildings with clearer standards and guidance. The Act is designed to put residents at the heart of a new system of building safety.

## **The Regulator of Social Housing**

The Regulator of Social Housing (RSH) regulates registered providers of social housing to promote a viable, efficient and well-governed social housing sector able to deliver homes that meet a range of needs. The Regulatory Framework set out what the RSH expects of registered housing providers by setting out 'service standards' for service delivery.

South Tyneside Council, in partnership with South Tyneside Homes, is responsible for ensuring these standards are being met in a clear and accountable way.

## **Appendix 4 – Condition Matters Protocol**

### **Condition Matters Protocol**

#### **Introduction**

This protocol has been developed following the identification of the need to address properties that are in a poor condition, unclean, verminous and a fire or health risk. It has been developed as part of a cross cutting issue within the services of South Tyneside Homes, South Tyneside Council and other partnering agencies. We endeavour to work in partnership to improve the quality of life of our customers and to make the area a place people are proud to call home.

It has been identified that it is the responsibility of all those who have a concern regarding the condition of a property both internally and externally to have the knowledge and ability to report it. Developed within this protocol there is a clear reporting mechanism for customers, staff and other agencies.

The process is not only about the identification of poor property conditions but also about supporting our most vulnerable customers or taking action against those who do not comply and in working together providing them with tailored support plans.

#### **The Rationale of the process**

The main objective of this process is to identify and deal with property conditions that are unacceptable whilst maximising support to vulnerable customers. Poor property conditions have a significant impact on customers' health and wellbeing, staff time, repairs costs and void times. In developing a clear protocol we hope to significantly reduce the negative impact on these areas. The process makes clear the roles and responsibilities of organisations and services and gives a procedure for dealing with the unacceptable condition of a property.

The aims of the process:

- To identify all properties that are in a poor condition.
- To identify vulnerable customer who need support and tailor a support plan to suit their needs working in partnership with other agencies.
- To clarify who is responsible for what element of the process.
- To clarify whose legal responsibility it is to arrange/pay for the cleaning and clearing of unacceptable property conditions.
- To reduce time wasted considering which service is responsible for what.
- To identify how to work in a more proactive way together to encourage people to change their behaviours.

#### **Defined Responsibilities**

## **Everyone**

- It is the responsibility of everyone who becomes aware of a poor property condition to report this to the appropriate people. There may be vulnerabilities or capacity issues that need addressing that if left unreported may be of detriment to the tenant or other people residing in the property.

## **Housing Management**

- The Housing Officer (HO) will visit the tenant to address the condition of the property and any other issues arising.
- They will remind the tenant of their responsibilities and the contract they signed when they agreed to take up their tenancy.
- The HO will agree a plan with the tenant and the frequency of Tenancy Support Visits. Each visit will be written up in detail accompanied by dated photographs and followed up by sending the appropriate letter to the tenant.
- All visits will be recorded and detailed supported by photographs of the standard of the property. The HO will work with and support the tenant where appropriate.
- If the HO feels that the tenant needs further support referrals will be made to partner agencies such as Social Services who may be able to offer more intense levels of support by working in partnership to the tenant.
- The HO along with the Housing Manager (HM) will monitor progress and where necessary make referrals to the Tenancy Enforcement Team and Environmental Health for their support on taking further any issues that are unresolved via Support Plans and Tenancy Support Visits.
- The HO will also liaise with Property Services, and the Repairs and Maintenance Team when appropriate to commission any works that is required.

## **Social Services**

- Will make referrals to STH where they are concerned about the condition of a property and remain engaged where there is already an involvement with the tenant or they will become involved where there is a statutory duty.
- Will accept referrals from STH and carry out a home visit in order to assess issues with capacity and vulnerability. In some cases this may lead to arranging a package of care and discussing what will happen if the person cannot remain in the property if they are unable to live their independently.
- Contact other agencies who could be already engaging with the tenant and work with them to give support.
- They will keep STH informed on any progress and share information that is appropriate to the situation.

## **Tenancy Enforcement Team**

The Tenancy Enforcement Team will agree to take action in the matter of Property condition when the Area team has exhausted their process without resolution.

When a HO has exhausted every avenue and the tenant has not followed through with their agreed Support Plan they should discuss referral to Tenancy Enforcement Team with their manager. The manager will liaise with the Tenancy Enforcement Team Tenancy Enforcement Manager to agree if the case will be referred. A case file should be presented to include the agreed Support Plan, dated photographs, letters, file notes and all other documentation at each stage of the process.

If the referral is accepted then the Tenancy Enforcement Team will try to resolve the matter informally in the first instance with guidance and support given to the customer by the Tenancy Enforcement Officer. If this does not resolve the situation then legal advice will be sought on a case by case basis to use the most appropriate tools to address the issues.

This may include:-

- Warning before Proceedings
- Serving a NOSP/NOPP
- Injunction
- Demotion of Tenancy
- Possession proceedings

If Tenancy Enforcement Team are already investigating a case of ASB or tenancy breach and the condition of the property is also an issue, this will be included in any ongoing action. If the other ASB and / or tenancy breaches are resolved, but the property condition remains an issue then the Tenancy Enforcement Team will retain the case in all instances where legal action can be taken.

If the issue of property condition is resolved satisfactorily, the matter will be closed and will then be referred back to the HO who will then assess what level of Tenancy Support Visits is required with the tenant.

### **Environmental Protection**

- Environmental Protection has a duty to inspect properties for category 1 hazards to determine the fitness of the property, regardless of tenure. They then assess if there are any hazards within the property and are able to take a number of actions requiring the property owner to make repairs to remove the hazards.
- They also have powers to deal with filthy or verminous premises, premises causing a statutory nuisance to neighbours, accumulations of refuse and accumulations of rubbish that may provide harbourage to rodents.

- They also act as an independent inspector that enforces the relevant legislative provisions that the council are statutorily obliged to deliver in cases where Council or RSL tenants disagree with their landlord.
- The Environmental Protection service will continue to provide advice and assistance, where necessary, to resolve complaints that impact on residents in South Tyneside.

### **Handy Estates**

- Where a property needs to be cleared because it is fire hazard or a health and safety risk Property Services will when appropriate work with the HO to carry out the work.
- Tenants will be recharged for any works that Property Services carry out as appropriate.

### **Areas of best practice**

- Agencies will work together in bringing a combination of enforcement and support and recognise that a joint approach can persuade a tenant to take positive action to improve the condition of their home.
- Agencies will take action as early as possible, recognising that the earlier joint intervention happens the better it will be for all.
- Agencies will identify one key contact point for all enquiries about the process of any particular tenant. This will usually be the HMO of the estate.
- STH has an informal agreement with Environmental Health which allows for joint visits to tenants whose home needs cleaning up. Environmental Health has the powers to service notices that may need to be served if a tenant does not agree to clean up their home.

### **Recharges for property clean up**

Where a tenant does not have the capacity or if they refuse to clean up their property it may be necessary for STH to arrange to have the property cleaned on their behalf. This will either be done by an external contractor or the Property Services Team depending of the level of work required. Where appropriate the work may be recharged to the tenant.

### **Reviewing, Monitoring, Reporting and Recording**

This process will be managed through Contact Manager via the Tenancy Support Visit Procedure. In the first instance where a concern regarding the condition of a property is raised it will be passed immediately through to the relevant Housing Manager for the attention of the Housing Officer who will then deal with the report.

## Appendix 5 – Qualifying Repairs and Response Times

Repair type	Response time (working days)
Total loss of electric power	1
Unsafe power or lighting socket or electrical fitting	1
Total loss of water supply	1
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Heating or hot water not working between 31 October and 1 May	1
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Leak from a water pipe, tank or cistern	1
Insecure external window, door or lock	1
Partial loss of electric power	3
Partial loss of water supply	3
Heating or hot water not working between 1 May and 31 October	3
Blocked sink, bath or basin	3
Tap cannot be turned	3
Loose or detached banister or hand rail	3
Rotten timber flooring or stair tread	3
Leaking roof	7
Door entry phone not working	7
Mechanical extractor fan not working	7

## Appendix 6 – Tenant and Landlord Repairing Responsibilities

### After hours calls

	STH	Tenant
Attending to genuine emergencies after hours	✓	
Non-essential requests for repairs after hours. There will be a charge for non-essential repair work after hours		✓

### Outside the property

	STH	Tenant
Communal areas, such as lifts and stairs, maintenance works	✓	
General housekeeping to communal areas	✓	
Garages and outbuildings, if owned by the council, excluding unauthorised alterations	✓	
Tenants own sheds / outbuildings and rubbish to be cleared on termination		✓
Garden walls, but only if owned by the council	✓	
Boundary / fencing - we will repair or replace boundary fencing bordering roads, footpaths or public areas	✓	
Intermediate fencing - we will repair or replace intermediate fencing where practicable in relation to fencing previously erected and solely owner by South Tyneside Homes / South Tyneside Council and in line with the Estate Management Policy	✓	
Front, side and rear gates, including ironmongery	✓	
Line posts or rotary clothes driers if fitted		✓
Car hard standing area and gates, if owned by the council	✓	

### Doors

	STH	Tenant
Gaining entry to the property (lock-in, lock-out, keys lost)		✓

Glazing		✓
Outside doors, frames, other boards and threshold strips	✓	
Outside door locks and ironmongery	✓	
Door entry systems	✓	
External doors	✓	
Internal doors, ironmongery, and threshold strips	✓	
Door vents, (however, tenants have a responsibility to keep permanent ventilation clear)	✓	
Doors adjusted if new carpets fitted		✓

### Pipes and drains

	STH	Tenant
Soil and vent pipes and clips	✓	
Drains and gully surrounds	✓	
Gully grids	✓	
Keeping gully grids clean		✓
Drain blockage	*✓	
Inspection chambers	*✓	

\*All drainage blockages within the boundary of the property to be reported to South Tyneside Homes in the first instance. All other drainage issues to be reported to Northumbrian water

### Roof

	STH	Tenant
Aerials, satellite dishes, telephones, all cables removing prior to maintenance works and re-fixing on completion		✓
Chimney and chimney stacks	✓	
Roof structure and coverings	✓	
Guttering, rainwater pipes and clips	✓	
Fascia, soffit and barge boards	✓	



## Walls and canopies

	STH	Tenant
Core vents, (however, tenants have a responsibility to keep permanent ventilation clear)	✓	
External walls and rendering	✓	
Foundations	✓	
Concrete canopies over doors or windows	✓	
Internal walls	✓	
Major plaster work, plaster air vents	✓	
Minor repairs to plasterwork, such as cracks and small holes (under 50mm square)		✓
Wall tiles and grouting, to match existing tiles as closely as possible	✓	
Artex work Please note - Artex is classed as decoration that is not suitable as a wall finish. Tenants are responsible for the removal or the cost of removal of Artex applied to wall surfaces during a tenancy. (Some Artex may contain a small amount of asbestos.) Tenants must seek permission from South Tyneside Homes before removing any Artex finish	✓	

## Windows

	STH	Tenant
Window frames, external sills	✓	
Glazing		✓
Window ironmongery	✓	
Window vents	✓	
Blinds – removal and adjustment after repairs work		✓
Internal timber, UPVC or tile window sills	✓	
Skirting boards and picture rails	✓	

## Adaptations for disabled people

	STH	Tenant
Adaptations for disabled people as a result of	✓	

recommendations made by South Tyneside Assessment and Resource Centre		
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### Bathroom and Plumbing

	STH	Tenant
Bath panels	✓	
Wooden airing cupboard panels and shelving	✓	
Internal pipe work boxing, but only if original fitted by South Tyneside Homes	✓	
Water service pipes from internal stop tap, overflow pipes and water tanks	✓	
Blocked sink, bath and hand basin waste pipes	✓	
Blocked toilet - unless the drain is faulty	✓	
Taps, stop taps and wheel valves	✓	
Sink unit	✓	
Wash hand basin	✓	
Toilet flushing systems	✓	
Toilet seat and lid		✓
Bath or shower tray	✓	
Plugs and chains		✓
Shower supplied by South Tyneside Homes	✓	
Seal to bath and sink unit/tiles joint	✓	
Bleeding of radiators	✓	
Removal and replacing of radiators for decoration		✓
Repairs to plumbing caused by decoration, carpet fitting etc		✓

### Ceilings

	STH	Tenant
Artex ceilings (patching only)	✓	
Artex ceiling, where customer wants the whole ceiling done instead of a patch. Customers must get our permission in writing before using Artex		✓

## Electrical items

	STH	Tenant
Light bulbs (except communal areas and external lighting)		✓
Electrical wiring, sockets and light fittings	✓	
Wired-in smoke alarms	✓	
Independent battery operated smoke alarms		✓
Wired-in carbon monoxide alarm	✓	
Battery operated carbon monoxide detectors		✓
Plugs		✓
Electrical Consumer Unit (fuse box)	✓	
Electric storage heaters, but only if owned by the council	✓	
Electric fires (if owned by the council and economical to repair)	✓	
Electric meter and supply of electricity		✓
Immersion heaters	✓	
Cookers		✓
Disconnection and reconnection of cookers		✓
Extractor fans fitted by South Tyneside Homes	✓	
Repair of trip switches	✓	

## Fireplaces

	STH	Tenant
Use of correct fuel		✓
General cleaning of appliances (de-ashing and cleaning of throat plate)		✓
Fireplaces	✓	
Sweeping chimneys, solid fuel service, flat flues or smoke problems	✓	
Fire glasses damaged by the customer (please note that this is a rechargeable repair)	✓	

## Floors

	STH	Tenant
Laminate floors (customers must get permission in writing from us if they want to lay laminate flooring)		✓
Concrete floors	✓	
Tiles where fitted by South Tyneside Homes (where tiles are replaced every effort will be made to match existing tiles, but complete matches cannot be guaranteed)	✓	
Loose floor coverings and fitted carpets		✓
Floor boards and joists	✓	

## Gas

	STH	Tenant
Gas pipe work	✓	
Supply of gas and gas meter, (excluding gas meter box doors)		✓
Gas fires (annual service)	✓	
Radiants for gas fires, supplied by South Tyneside Homes	✓	
Gas water heaters, (annual service)	✓	
Radiators, valves, time clocks and thermostats	✓	
Gas boilers (annual service)	✓	
Cookers.		✓

## Home energy efficiency

	STH	Tenant
Draught-proofing to external doors (unless already provided as part of the frame design)	✓	
Separate hot water cylinder jackets	✓	
Low energy light bulbs		✓

### Home security

	STH	Tenant
Extra door or window locks		✓
Security door chains and spy holes	✓	

However, we will provide extra door or window locks to customers who are a victim of domestic violence, harassment or hate crime.

### Internal decoration

	STH	Tenant
Internal decoration		✓

### Kitchen

	STH	Tenant
Kitchen cupboards (cupboards beyond repair will be replaced and matched if possible)	✓	
Cupboard drawers	✓	
Cupboard door catches, handles and hinges	✓	
Worktops (worktops beyond repair will be replaced and matched where possible)	✓	

### Staircases

	STH	Tenant
Staircase, banisters and handrails	✓	

## **Appendix 7 - Empty Homes Lettable Standard**

### **Outside**

- Existing fencing is safe and secure, missing fencing ordered? (Y/N)
- Boundary walls are safe and secure, missing gates ordered? (Y/N)
- External doors are secure with new locks fitted
- Steps and handrails are safe
- Sheds and outhouses are left are in good condition and will become your responsibility
- External walls are sound and graffiti free
- Garden is clear of all bulky waste
- Grass cutting will have been ordered if required

### **Inside**

- Kitchen areas are be fit for purpose, clean and in working order
- An electric cooker point will be fitted as standard
- Floors and coverings will have been cleaned
- The bath, shower, toilet, sinks, taps and pipe work will be cleaned, and plugs and chains will be in place
- Shower areas will be tiled
- All visible plasterwork will be free from defects and ready for decoration.
- Internal woodwork will be free from major defects
- Wall and door vents will be free from obstructions
- Loft space will be cleared
- Handrail and banisters will meet safety requirements
- Internal doors will be in good working order
- All windows and doors are secure and fully serviceable, with a minimum of 2 window keys per house

### **Cleanliness**

- The property has been subject to repair work and all building debris will be removed and will be swept and cleaned
- Air fresheners will be placed in the house
- Communal areas are clean tidy and free from furniture and rubbish

### **Safety**

- All electrics have been checked throughout and comply with safety standards
- Smoke alarms will be fitted in the property

## Appendix 8 - Qualifying Improvements and Notional Lives

Improvement	Notional life (years)
Loft insulation	20
Cavity wall insulation	20
Double glazing or other window replacement or secondary glazing	20
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Bath or shower	12
Wash-hand basin	12
Toilet	12
Space or water heating	12
Kitchen sink	10
Storage cupboards in bathroom or kitchen	10
Work surfaces for food preparation	10
Security measures (excluding burglar alarm systems)	10
Insulation of pipes, water tank or cylinder	10
Draught proofing of external doors or windows	8
Thermostatic radiator valves	7

## Appendix 9 - Renewals Criteria

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
<b>Kitchen</b>					
Replacement Kitchen	If the repair of the kitchen is to exceed 60% of the full renewal cost.	Referral from medical professional, verified by internal OT if considered necessary	Danger of collapse. Unhygienic HHSRS Failure		One off replacement if Planned Maintenance Programme is scheduled beyond 12 months
<b>Wiring</b>					
Full Rewire	Determined by condition assessment within Electrical Inspection Condition Report	Referral from medical professional, verified by internal OT if considered necessary	Risk of electrocution and risk to life and property	Account for disruption to customers (NB. Work to Voids)	One off replacement if Planned Maintenance Programme is scheduled beyond 6 months
New Consumer Unit	Not repairable - does not allow necessary upgrade /	Referral from medical professional, verified by			Not repairable - one off replacement upgrade



Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
	installation	internal OT if considered necessary			
Additional Socket		Referral from medical professional, verified by internal OT if considered necessary	Unavoidable Tripping hazard	Warden call socket. Washing machine socket (NB. Work to voids)	One off installation
New Extract Fan		Referral from medical professional, verified by internal OT if considered necessary	As specified by authorised officer		One off replacement if Planned Maintenance Programme is scheduled beyond 12 months
<b>Central Heating</b>					
New Central Heating System	Boiler beyond repair (parts obsolete) and pipework / rads that are reaching the end of their		Gas safety / fire risk or customer sleeping in the same room as the appliance	Solid fuel system upgrade and lettability (NB. Work to voids)	One off replacement if Planned Maintenance Programme is scheduled

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
	lifespan				beyond 12 months
New Boiler	Parts obsolete and pipework / rads serviceable.				One off replacement if Planned Maintenance Programme is scheduled beyond 12 months
Additional Radiators		Referral from medical professional, verified by internal OT if considered necessary			One off replacement / installation
Gas Fire	Fire beyond repair (parts obsolete)				Removal and make good fire opening
Electric Fire		Referral from medical professional,			Removal and make good fire opening

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
		verified by internal OT if considered necessary			
Storage Heaters	Parts obsolete on one heater - renew that heater but refer on to future programme for new CH system				One off replacement if Planned Maintenance Programme is scheduled beyond 12 months
<b>Roof</b>					
New Roof	Old and in poor condition where it is unable to be made water / wind tight.		Structural integrity. Water ingress		One off replacement or temporary repair if Planned Maintenance Programme is scheduled beyond 24 months

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
<b>Windows</b>					
New Window	Window unrepairable / no longer servicable. UPVC Security Structural integrity one off replacement window – obsolete parts or excessive damage		Security. Structural integrity		One off replacement if Planned Maintenance Programme is scheduled beyond 12 months
<b>Doors</b>					
New External Door	Timber door and frame unrepairable. Plastic door or frame unrepairable or obsolete parts		Security. Structural integrity		One off replacement
<b>Bathroom</b>					

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
New Bathroom Suite			Unhygienic, sharp edges		One off replacement if Planned Maintenance Programme is scheduled beyond 12 months
New Wash Hand Basin			Unhygienic, sharp edges, cracked and leaking		One off replacement
New WC			Unhygienic, sharp edges, cracked and leaking		Responsive repair
New Bath			Unhygienic, sharp edges, cracked and leaking		One off replacement
Walk in Shower			Unhygienic, sharp edges,	Will not replace based on	One off replacement

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
			cracked and leaking	customer request only	
<b>Miscellaneous</b>					
Fencing			Make safe only		Batch / Programme Renewal
Path			Trips - above 20mm difference in level (need to include tolerance on gaps)	Determine ownership	Batch
Drive, steps, walls			Trip hazard or risk of collapse	Determine ownership	Batch
Drains	Collapse		Hygiene	Determine ownership	One off replacement
Outbuildings			Risk of collapse		Demolish / one off replacement

Element	Element Failure Definition	Medical Grounds	Health and Safety	Customer Services / STH Spec	Delivery
Garages			Risk of collapse		Demolish / one off replacement

## Appendix 10 - Responsive Repair Order Control Matrix

Repair Item	Proposed Order Control – Over Delegated Authority Limit	Delegated Authority Limit
Rendering repairs	Generate inspection – defer major works for future programme if possible.	£1000
Brickwork repairs	Generate inspection – defer major works for future programme if possible.	£1000
Concrete repairs	Generate inspection – examples of concrete repairs – Lintels, Cills, Coping Stones, Canopies, Maisonette Walkways / Private Balconies, Columns and Beams. Undertake make safe and defer major repair works for future programme if possible.	£1000
Chimney Stack repairs	Generate inspection – defer for future programme if possible NB – Shared Ownership / RTB & H&S issues Works may be undertaken quickly if there are Health and Safety issues.	£1000
Pitched Roofing repairs	Order minor repairs only. Anything more than a few loose tiles / re-fix flashing etc – Generate inspection and defer for future programme if possible.	£1000
Flat Roofing repairs	Order minor repairs only. If tenant reports that a large area of roof repair is required – Generate inspection and defer for future programme if possible.	£1000
Guttering and Rainwater Pipe repairs	Order minor repairs only. No major replacement – Generate inspection and defer for future programme if possible.	£1000
Floors and Staircase repairs	Order minor repairs only. No major replacement – Generate inspection and defer for future programme if possible.	£500
Internal Door repairs	Order minor repairs only. Check inspection where tenants requests new door – client approval. Check rechargeable repair.	£500



Repair Item	Proposed Order Control – Over Delegated Authority Limit	Delegated Authority Limit
External Door repairs	Order minor repairs only. No replacement door without client approval. Check for rechargeable repair – Police crime reference number is required, if repair is result of burglary / vandalism. Check Planned Maintenance / Painting programme.	£500
Door Furniture repairs	Order minor repairs only.	£250
Repairs to external door locks	Order minor repairs only.	£250
Lost keys	Only order new lock if tenant agrees to recharge, unless elderly or vulnerable person, or is covered by contents insurance or crime reference number provided	£250
Window Frame repairs	Order minor repairs only. If tenant is insisting on a new window – Generate inspection – consult client for approval Check for rechargeable repair - Police crime reference number is required, if repair is result of burglary / vandalism.	£500
Glazing repairs	Check for rechargeable repair. Break-ins and vandalism – a Police crime reference number is required.	£500
Kitchen Unit repairs	Order minor repairs only. If tenant requests new units / worktop – Generate inspection and defer for Planned Maintenance Programme if possible. Order new unit only if critical. Check tenant recharge issue.	£500
Plastering repairs	Order minor repairs only – one patch in one room per dwelling. If more than that – generate inspection. NB. Tenant may report damp related problem. NB. Health & Safety issues	£500
Garages and	Generate inspection – obtain client approval.	£250

<b>Repair Item</b>	<b>Proposed Order Control – Over Delegated Authority Limit</b>	<b>Delegated Authority Limit</b>
Detached Outbuildings		
Plumbing repairs – Domestic hot / cold water services	Order minor repairs only. Stop taps / gate valves / service valves / burst pipes / leaking water – supply – tank – cistern. No component replacements without client approval.	£500
Repairs to WC / Bath / Shower / Sink Unit	Order minor repairs only. No replacement items without client approval. Possible Tenant Recharge for damaged items. Repair electric shower unit / shower head / rail / service value – check ownership.	£500
Drainage repairs	Order minor repairs only – unblock drain. All other items – generate inspection and defer to future programme if possible.	£500
Refuse Chute repairs		£500
Footpath and Step repairs	Order minor repairs only. Order repairs only to main footpath to property and to entrance doors. Need to identify the type of material i.e. concrete, tarmacadam.	£500
Gates and Fences	No new fencing unless there are specific Health and Safety concerns. Any necessary work will be programmed – generate inspection.	£500
Communal Areas	Order minor repairs only – e.g. loose paving slab, step, handrail. Remove fire hazard / graffiti. All other major items – generate inspection.	£500
Domestic Gas Systems	Order minor repairs only including blocked flues. No boiler replacement without client approval.	£500
Solid Fuel Heating Systems	Order minor repairs only including blocked flues. No boiler replacement without client approval.	£500

<b>Repair Item</b>	<b>Proposed Order Control – Over Delegated Authority Limit</b>	<b>Delegated Authority Limit</b>
District Heating Systems	Order minor repairs only. No major works to underground / over-ground distribution pipe work without client approval. No replacement of heating plant components without client approval.	£500
Domestic Electrical repairs	Order minor repairs only – which will include the replacement of individual components, but single items only. No additional fixtures and fittings. No partial rewiring unless authorised by the client.	£500
Door Entry Systems	Order repairs as necessary.	£500
Dry / Wet Riser Fire Fighting System	Order repairs as necessary.	£500
District Heating Boiler / Plant Rooms	Order repairs as necessary.	£500
Emergency Lighting Systems	Order repairs as necessary.	£500
Fire Alarms Systems	Order repairs as necessary.	£500
Landlords Lighting Systems	Order repairs as necessary.	£500
Lightning Protection Systems	Order repairs as necessary.	£500
Laundry Equipment repairs	Order repairs as necessary.	£500
High Rise – Cold	Refer to Area Team to check attributes and elderly / vulnerable tenant issues.	

Repair Item	Proposed Order Control – Over Delegated Authority Limit	Delegated Authority Limit
Water Supply	E.g. plugs and chains, curtain tracks, individual TV aerials / dishes, coat hooks, shelving in airing cupboards, clothes posts, rear garden paths, driveways (check attributes, refer to Housing), fitted wardrobes, glazed internal doors, stone / decorative fire places, fences and gates, internal door locks (except toilets).	
Request for additional items	Advise tenant to apply in writing to the Area Team. E.g. radiators, electrical fittings.	

## Appendix 11 – Repairing Responsibilities for Leasehold Properties

<b>Structure and Exterior</b>		
<b>Repair</b>	<b>Example</b>	<b>Who?</b>
Foundations	<ul style="list-style-type: none"> <li>• Subsidence</li> </ul>	South Tyneside Homes
Roofing and Chimneys	<ul style="list-style-type: none"> <li>• Full renewal flat and main roofs</li> <li>• Repairing leaks</li> <li>• Repairs to missing / loose tiles and ridge tiles</li> <li>• Work to valleys</li> <li>• Pointing and repairs to chimney-stacks</li> </ul>	South Tyneside Homes
Loft space and roof supports	<ul style="list-style-type: none"> <li>• Repairs to joists or beams</li> </ul>	South Tyneside Homes
Guttering, rainwater goods and soil pipes	<ul style="list-style-type: none"> <li>• Full renewal, repairs, leaks, blockages</li> </ul>	South Tyneside Homes
Drains and manhole covers	<ul style="list-style-type: none"> <li>• Blocked drains and repairs to sewers and manholes</li> </ul>	Northumbrian Water
Woodwork / UPVC cladding	<ul style="list-style-type: none"> <li>• Repairs and decoration to fascias, soffits, and plastic cladding</li> </ul>	South Tyneside Homes
External Walls	<ul style="list-style-type: none"> <li>• Pointing</li> <li>• Brickwork cracking</li> <li>• Rendering</li> <li>• Renewal of wall ties</li> <li>• Damp proofing</li> </ul>	South Tyneside Homes
Balconies	<ul style="list-style-type: none"> <li>• Repairs to structural parts</li> <li>• Repairs to balcony boards / railings</li> <li>• Decoration</li> </ul>	South Tyneside Homes
Window Frames	<ul style="list-style-type: none"> <li>• Repairs or renewals of frames in flats (unless fitted by the leaseholder) and communal areas</li> </ul>	South Tyneside Homes

<b>Communal Areas</b>		
<b>Repair</b>	<b>Example</b>	<b>Who?</b>
Door Entry Systems	<ul style="list-style-type: none"> <li>• Repairs and renewals to door and intercom system including regular maintenance</li> </ul>	South Tyneside Homes
Communal doors in blocks including on landings, lobbies, bin chutes and utility cupboards	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Renewals</li> <li>• Lock changes</li> </ul>	South Tyneside Homes
Walls dividing flats from common halls / landings / stairs	<ul style="list-style-type: none"> <li>• Repairs and decoration to exterior face of such walls</li> </ul>	South Tyneside Homes
Landings, steps and passages	<ul style="list-style-type: none"> <li>• Repairs and decoration to communal areas</li> </ul>	South Tyneside Homes
Unblocking bin chutes	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Clearing</li> </ul>	South Tyneside Homes
Communal staircases	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Decoration</li> </ul>	South Tyneside Homes
Lifts	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Maintenance</li> <li>• Renewal</li> </ul>	South Tyneside Homes
Communal lighting systems	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Renewal</li> </ul>	South Tyneside Homes
Communal central heating	<ul style="list-style-type: none"> <li>• Repairs to tanks, pipes, cisterns, boilers including regular maintenance and cleaning</li> </ul>	South Tyneside Homes
Communal aerials where applicable	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Maintenance</li> </ul>	South Tyneside Homes
Front and back doors to individual flats (including in communal blocks)	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Lock changes</li> <li>• Gain entry</li> <li>• Renewals</li> </ul>	Leaseholder

<b>Gardens and Outbuildings</b>		
<b>Repair</b>	<b>Example</b>	<b>Who?</b>
Fencing and gates (timber or metal)	<ul style="list-style-type: none"> <li>• Repairs or renewal in communal gardens</li> </ul>	South Tyneside Homes

Fencing and gates (timber or metal)	<ul style="list-style-type: none"> <li>• Individual gardens where no T is marked on boundary plan</li> </ul>	<i>Refer to the Lease</i>
Fencing and gates	<ul style="list-style-type: none"> <li>• Individual gardens where boundary lines are marked with a T on the plan</li> </ul>	Leaseholder
Concrete path / step repairs	<ul style="list-style-type: none"> <li>• In communal gardens</li> <li>• In individual gardens</li> </ul>	<i>Refer to the Lease</i>
Grass cutting	<ul style="list-style-type: none"> <li>• In communal gardens</li> </ul>	South Tyneside Homes
Individual sheds (if outlined on lease plan)	<ul style="list-style-type: none"> <li>• Repairs</li> </ul>	South Tyneside Homes

<b>Inside your flat</b>		
<b>Repair</b>	<b>Example</b>	<b>Who?</b>
Interior face of walls, floors and ceilings	<ul style="list-style-type: none"> <li>• Repairs including plastering and plasterboard</li> <li>• Decoration</li> </ul>	Leaseholder
Window glass	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Renewal</li> </ul>	Leaseholder
Joists or beams attached to ceilings or floors	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Renewal</li> </ul>	South Tyneside Homes
Interior surface of window frames	<ul style="list-style-type: none"> <li>• Decoration</li> </ul>	Leaseholder
Cisterns, tanks, pipes, wires used solely for leasehold property	<ul style="list-style-type: none"> <li>• E.g. Washing machines, toilets – repairs, leaks, floods, renewals</li> </ul>	Leaseholder
Central heating	<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Servicing</li> <li>• Renewals</li> </ul>	Leaseholder
Gas servicing	<ul style="list-style-type: none"> <li>• Maintenance</li> </ul>	Leaseholder
Staircases (inside your flat)	<ul style="list-style-type: none"> <li>• Repairs</li> </ul>	Leaseholder
Gully drains	<ul style="list-style-type: none"> <li>• Blockages</li> <li>• Repairs</li> </ul>	Leaseholder