



Repairs and Maintenance Policy

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1. Policy Statement

- 1.1 This policy sets out Birnbeck Housing's commitment to delivering an efficient and effective repairs and maintenance service that meets the needs of our residents and provides homes that are comfortable, well maintained and safe for people to live in.
- 1.2 Birnbeck will also ensure that the repairs and maintenance service fulfils all of our statutory and regulatory requirements and any contractual obligations.
- 1.3 A repair is defined as '*to put something that is damaged, broken, or not working correctly, back into good condition or make it work again*' (Cambridge Dictionary: 2024).

2. Scope of Policy

- 2.1 This policy applies to all residents who rent their homes under a tenancy agreement and those who own their home as a leaseholder.
- 2.2 This policy covers responsive repairs within residents' homes and communal areas.
- 2.3 Birnbeck will ensure that all of our properties are structurally sound, water tight and that residents are provided with a means of heating and hot water. We will also ensure that any fixtures, fittings and installations provided by the organisation are well maintained and in good working order.
- 2.4 Residents are responsible for reporting any repairs to Birnbeck as soon as possible to minimise any further damage or repair issues and must allow access to their home for responsive repairs or planned maintenance to be carried out.
- 2.5 When a repair is reported, we will ensure that we are clear with the resident what they can expect and will provide a date when the repair will be completed, keeping residents informed until the repair is completed.
- 2.6 Residents are responsible for repairing any items that they have placed within the home, Birnbeck will not take responsibility for these.



- 2.7 Residents are also responsible for carrying out any repairs to items that would normally be Birnbeck's responsibility that are caused by accidental damage, misuse or neglect.
- 2.8 Leaseholders are responsible for all repairs and maintenance within the demise set out in their lease.

3. Legislation and Guidance

- 3.1 The keys areas of legislation and guidance that apply to this policy are:
 - The Building Safety Act 2022
 - Landlord and Tenant Act 1985
 - Fire Safety Act 2021; Gas Safety (Installation and Use) Regulations 1999
 - Home Standard (Fitness for Human Habitation) Act 2018
 - Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
 - Housing Act 2004
 - Housing Act 1985
 - Housing Act 1988 or 1996
 - Reform Act 1967
 - Housing Health and Safety Rating System 2006
 - Health and Safety at Work Act 1974
 - Management of Health and Safety at Work Regulations 1999
 - Building Regulations Act 1984
 - Control of Asbestos Regulations 2012
 - Construction (Design and Management) Regulations 2015
 - Party Wall Act 2016
 - Defective Premises Act 1972
 - Environmental Protection Act 1990
 - Electrical Safety Regulations 1994
 - Personal Protective Equipment Regulations 2002
 - Provisions and Use of Work Equipment Regulations 1998
 - Health and Social Care Act 2008
 - Data Protection Act 2018
 - Equality Act 2010

4. Policy Context

- 4.1 Repairs are split into three categories:
 - Responsive Repairs
 - Asset and Cyclical Maintenance
 - Programmed/Planned Repairs
- 4.2 Our responsive repairs are split into three further categories to ensure that any emergency repairs are responded to as quickly as possible. These are set out in the table below.



Repair Definition	Description	Timescale
Emergency	<p>An emergency repair is a repair that is needed to avoid an immediate health and safety risk to our residents. This may include:</p> <ul style="list-style-type: none">- Complete loss of heating, electricity, hot water or water supply.- Gas leak or faulty carbon monoxide testing.- Blocked drains or sewage overflowing into your home.- Burst plumbing or a flood/leak that cannot be contained.- Burst pipes, cylinders or storage tanks that cannot be contained.- Major rain penetration through roof.- Faulty Lifts.- Serious security issues, such as a front door that won't lock.- Blocked escape routes.- Damaged or faulty fire safety equipment.- Exposed asbestos.	To respond and make safe within 24 hours. Any follow up work will be completed within the appropriate timescale.
Urgent	<p>Urgent repairs are things such as:</p> <ul style="list-style-type: none">- Problems with general lighting in the home.- Debris in communal areas and bin chutes.- Any hazards in communal areas.- Pest control.- Problems with communal TV aerials.- Follow on gas work.	To respond within five days. Any follow up work will be completed within the appropriate timescale.
Routine	<p>Routine Repairs are repairs that are not hazardous, do not pose an immediate health and safety risk and do not cause serious inconvenience.</p>	To respond within 28 days. Any follow up work will be completed within the appropriate timescale.

- 4.3 Asset and Cyclical Maintenance – these are repairs and maintenance that are non-urgent and general maintenance activities that may be undertaken on a 12/24/60 month cycle dependent on the type of work. Annual maintenance usually comprises of work that Birnbeck are legally responsible to carry out such as gas safety checks. Cyclical maintenance is considered protective and preventative such as decoration of communal areas and electrical safety checks.

- 4.4 Programmed/Planned Works - are repairs or refurbishments that are not urgent and can be complex in nature such as external improvement work. These repairs may also require significant tenant consultation or planning.



4.5 Reporting Repairs

- 4.5.1 Repairs can be reported via telephone, email, letter or in person at Birnbeck's Head Office.
- 4.5.2 Upon reporting a repair, we will aim to offer our residents a suitable and convenient repair appointment within the timescales set out above.
- 4.5.3 Wherever possible we will aim to resolve a fault at the first repair visit, however we do acknowledge that some repairs will require an inspection first to determine the nature of the repair.

4.6 We expect all of our contractors to deliver quality work in a courteous manner and to provide a value for money service. We will monitor the quality of our contractors work and how they behave in a resident's home. In return we expect our residents to treat our employees and contractors with respect.

5. **Tenant Responsibilities**

- 5.1 Residents' responsibilities for repairs are set out in their tenancy and lease agreements.
- 5.2 In line with tenancy agreements, we expect tenants to allow Birnbeck's contractors, employees and appointed specialists access too:
 - Inspect the property and/or any surrounding property.
 - Repair the property and/or any surrounding property.
 - Improve the property and/or any surrounding property.
 - Carry out work that we consider necessary to ensure that the property and/or any surrounding properties do not put any resident at risk. This includes allow access for things such as gas safety inspections, electrical inspections and health and safety inspections.
- 5.3 Failure to provide access to carry out repairs, maintenance or planned works is a breach of a tenancy agreement and may result in legal action to gain access.
- 5.4 Birnbeck will always give at least 24 hours' notice of requiring access to a property except in a emergency situation where we reserve to right to obtain immediate access.
- 5.5 For any blocked sinks or drains, residents are expected to have used a dedicated sink and drain unblocking solution (not bleach) before reporting a blockage. Birnbeck will not attend to a blocked sink or drain until this action has been completed.
- 5.6 We will not normally undertake repairs which under the lease or tenancy agreement are the resident's responsibility, however we may at our discretion carry out works where the residents' ability to do the works is affected by health, disability or vulnerability issues.



- 5.7 Leaseholders are expected to report communal repairs in the same manner as tenants. Repairs which are deemed to be the lessor's responsibility under the terms of the lease will be carried out and costs will be recovered via the deferred repairs fund or service charges. Consultation will be carried out regarding all major repairs in line with legislation.

6. Rechargeable Repairs

- 6.1 Where damage is caused to the home by a resident or visitor to their home, we expect the resident to rectify it. If the resident does not do so, or does not do so to the required standard, we may carry out the repair and recover the cost of doing so from the resident.
- 6.2 Where Birnbeck attend to a blocked sink or drain and it is evident that the resident has not attempted to unblock the blockage before reporting the repair, Birnbeck reserve the right to recharge the resident for the cost of the repair.

7. Right to Repair and Improvements

- 7.1 Section 96 of the Housing Act 1985 (as amended) gives tenants the 'Right to Repair.' If Birnbeck do not carry out a repair within the specified timescale or complete the repair after the second request the tenant may be entitled to compensation.
- 7.2 Birnbeck also acknowledge that there may be occasions that tenants may wish to carry out improvements to their home. The Housing Act 1985 (as amended) gives tenants the right to make alterations to their home with the written consent and approval from the landlord. Birnbeck will not unreasonably withhold or refuse permission. For any approved improvements, evidence of planning permission, building regulations and all safety certificates will need to be provided to Birnbeck.

8. Equality, Diversity and Inclusion

- 8.1 Birnbeck is committed to Equality, Diversity and Inclusion and strive to fairly treat our residents of all races, ages, religion, gender, sexual orientation and disability.
- 8.2 This policy aligns with our Equality, Diversity and Inclusion policy.
- 8.3 All residents can have access to this policy.
- 8.4 This policy and any accompanying information can be translated or provided in an alternative format upon request.

9. Appeals and Complaints

- 9.1 We aim to meet all of our obligations when carrying out repairs. If we do not and you are not happy with the service we have provided, you can contact us and inform us of this. Any dissatisfaction will be addressed in line with our Complaints policy.



10. Monitoring and Review

- 10.1 Routine customer satisfaction surveys will be conducted to review resident satisfaction regarding repairs and to seek continuous service improvement.
- 10.2 Birnbeck will review this policy every three years unless legislation, business or sector changes require changes to be made sooner to ensure that we meet all of our obligations as a social housing landlord.