HOUSING REPAIRS AND MAINTENANCE POLICY
STROUD DC
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PART 1 - POLICY BACKGROUND & COVERAGE

Introduction

1.1 Stroud District Council (the Council) is committed to providing an effective repairs and maintenance service in order to ensure high levels of resident satisfaction and to protect the value of its housing stock.

1.2 This policy details the arrangements for the planned and cyclical maintenance of properties owned by the Council.

1.3 All policies have been developed jointly by Councillors, Tenants and members of staff.

Key Principles of the Repairs and Maintenance Policy

2.1 The Council will maintain its housing stock in good condition by providing an effective repairs and maintenance service to residents.

2.2 The Council will ensure that its repairs and maintenance service reflects the following overall principles:

- to provide a flexible, convenient and customer oriented repairs service that gives priority to the safety, comfort and convenience of residents
- to repair and maintain the housing stock to the Decent Homes Standard
- to meet the Council’s legal and contractual obligations
- to ensure the repairs service meets the performance and quality standards set by the Council
- to ensure the services provided are cost effective and obtain the best value for residents from available financial resources
- to ensure the principles of health and safety and equal opportunities are central to working procedures and practices
- to maximise economic benefits where possible by creating employment and training opportunities in maintenance related work and by purchasing goods and services locally
- to maximise opportunities for resident involvement in determining the quality of the services delivered
- to measure and monitor customer satisfaction and make use of the information to continuously improve services
Responsibilities of the Resident

2.3 The resident is responsible for reporting repairs to the Council and must allow access to their home in order for the work (either responsive or planned) to be carried out.

2.4 The resident is responsible for the maintenance, repair and replacement of certain minor items within the home, as set out in the Tenancy Agreement and the Tenants’ Handbook.

2.5 The resident is responsible for allowing access for a stock condition survey to be carried out so an assessment of the properties key components can be obtained and future works can be programmed.

Responsibilities of The Council

2.5 The Council is responsible for the maintenance, repair and replacement of the structure and common parts of its properties, as set out in the Tenancy Agreement and Tenants’ Handbook.

2.6 The Council fulfils its repairing responsibilities through a combination of the following policies:

- Responsive Repairs
- Planned and cyclical maintenance
- Re-chargeable repairs
- Repairs to Empty Properties
- The Right to Repair
- The Right to Carry Out and Claim Compensation for Improvements
- Adaptations to the Homes of Tenants who are Disabled

Relevant legislation and regulatory compliance

3.1 The Council will ensure that properties are repaired and maintained in accordance with best practice and relevant policy and legislation, including the following:

- Decent Homes Standard
- Tenancy agreement and Tenants’ Handbook
- The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133
- The Secure Tenants of Local Authorities (Compensation for Improvements) regulations 1994, SI 1994 No 613
- The Leasehold Reform, Housing and Development Act 1993
- Landlord and Tenant Act 1985
- Defective Premises Act 1972
- Landlord and Tenant Act 1985 – Section 11
- Defective Premises Act 1972 - Section 4
- Environmental Protection Act 1990 – Part III
- Gas Safety (Installation and Use) Regulations 1998
- Regulation 4, Control of Asbestos Regulations, 2006
• Building Regulations
• Chronically Sick and Disabled Persons Act 1970
• Commonhold and Leasehold Reform Act 2002
• Equalities Act 2010
• Disability Discrimination Act 2005
PART 2 - PLANNED AND CYCLICAL MAINTENANCE POLICY

Introduction

1.1 The Council will develop an annual planned and cyclical maintenance programme, to ensure that its homes are maintained in a good condition.

Developing the Planned Maintenance Programme

2.1 The planned maintenance programme includes all planned programmes of repair to homes and all planned programmes of improvement.

2.2 The Council will use the following information to plan and develop its planned maintenance programmes:
   - information from a periodic stock condition survey
   - retention of asset information relating to each property for the following:
     - condition of property’s elements
     - expected component lives
     - information about asbestos present in the property
     - information about the energy performance of properties
     - information about the radon rating of each property
     - Housing Health and Safety Rating System (HHSRS)

2.3 In developing its annual planned maintenance programme the Council will take into account the following:
   - the impact of the programme to the tenant
   - the current condition of the property against the standards required
   - budgetary constraints
   - the impact on other maintenance work streams

2.4 The Council will publish information about its planned maintenance programme each year. This will include details of the works to be undertaken and the areas that will benefit from the work. The information will be published in the tenants’ newsletter and on the Council’s website.

2.5 The Council will achieve value for money in delivering planned maintenance programmes by tendering contracts on a regular basis and entering into partnering arrangements with contractors. Information about contracts awarded and partnering arrangements will be published in the tenants’ newsletter and on the Council’s website.
Enabling Tenant Choice

3.1 Where the Council undertakes major repairs or works of improvement it will offer the tenant of the property choice of selected finishes. This will apply to the:
- colour of finish of internal plasterwork from an agreed range of colours
- colour of new or replaced internal woodwork where appropriate
- the door and worktop finishes of kitchen units
- colour of tiles in the bathroom and kitchen
- colour of floor covering
- style of external door
- colour of external walls

Cyclical Maintenance Work

4.1 Cyclical maintenance works are programmes which are repeated at regular intervals. The Council will undertake the following programmes on a cyclical basis:
- external surfaces of the property that require an applied finish to maintain its weather tightness (on a seven yearly cycle)
- landscaping and grounds maintenance of communal gardens and of open ground on estates
- equipment maintenance
- all statutory servicing requirements
  - gas servicing
  - electrical circuit testing
  - portable fire equipment
  - fire systems
  - water storage systems
  - lifts
  - safety equipment
  - welfare equipment
  - door entry
  - radon testing – in areas where radon gas levels are known to be high

4.2 At the beginning of each financial year, the Council will agree a schedule of cyclical service contracts for its properties. The schedule will be developed from the Councils asset management information and will be prioritised against the following factors:
- the impact to the resident
- the current condition of the property
- long term impact of not servicing the property/equipment
- budgetary constraints
- the impact on other maintenance work streams

4.3 The Council will publish general details of the properties that will benefit from the cyclical maintenance programme each year. This will include details of the works to be undertaken and the areas that will benefit from
the work. The information will be published in the tenants’ newsletter and on the Council’s website.

4.4 All statutory service contracts will be carried out in accordance with the relevant legislation. The Council will keep appropriate records for inspection and verification by the appropriate inspectors.

4.5 Once the schedules have been set, the Council will manage the service contracts appropriately to ensure excellent customer satisfaction.

4.6 The Council will achieve value for money in delivering cyclical maintenance programmes by tendering contracts on a regular basis and entering into partnering arrangements with service providers.

Appointments

5.1 Where planned and cyclical maintenance works require access to the tenants’ home, the Council will write to the tenant providing them with advance notice of the intended commencement of the work, its anticipated impact on the tenant and the contact details of the contractor who will be undertaking the work.

5.2 The Council’s contractor undertaking the work, will arrange any appointments with the tenant. Tenants will be given at least two weeks notice prior to a contractor carrying out the work.

Quality Control

6.1 The Council believes that the quality of its maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its property.

6.2 The Council requires all staff and contractors working in residents’ homes to comply with its published code of conduct.

6.3 The Council’s Contracts Officers, in partnership with residents, are responsible for monitoring the standard of work carried out.

6.4 All residents who receive maintenance works will be encouraged to complete a resident satisfaction slip after the works have been completed. A sample of telephone surveys will also be carried out to help assess the performance of the works.

6.5 The Council will ensure that a relevant sample of completed works is inspected. The sample will be decided monthly based on the contractor’s overall performance against agreed targets and identification by tenants of poor performance through satisfaction monitoring. There will also be random sampling of works in progress to ensure quality and contractor compliance with the code on conduct. Any performance issues arising from the post inspection process will be resolved by the responsive repairs team and outcomes reported through the website and KeyNotes articles.
6.6 Where a resident records their dissatisfaction with the quality of any works carried out to their home or the attitude/performance of the contractor (either during the work or after completion), this will be referred to the responsive repairs team or planned maintenance team who will investigate promptly and initiate any appropriate remedial action. They will also ensure that the resident is kept informed of any action being taken.

6.7 The Council’s complaints policy is also available to any resident who is dissatisfied with the maintenance works provided.

Risk implications

7.1 A failure to effectively repair and maintain properties will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

7.2 The failure to effectively manage the planned and cyclical maintenance programme could potentially lead to damaging under or overspends on the planned and cyclical maintenance budget.

Financial Implications

8.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

8.2 An annual planned and cyclical maintenance budget will be required to implement and support this policy.

8.3 A clear business case will be demonstrated prior to approval being given for all planned or cyclical maintenance work.

8.4 The Council will ensure that it has systems in place to effectively manage the planned and cyclical maintenance programme, ensuring that all available funds are fully utilised and that overspends are avoided.
PART 3 - RESPONSIVE REPAIR SERVICE

Introduction

1.1 The Council will provide an effective responsive repairs service to its tenants and leaseholders to ensure that their rights to the enjoyment of their homes are not disturbed and that the value of the Council’s assets are maintained.

Reporting Repairs

2.1 Tenants can report repairs to the Council in any of the following ways:

- in person at the main Council Offices or the Lower Kingshill Management Co-operative (LKMC) Estate Office
- by telephone (including an out-of-hours number for reporting emergency repairs)
- by email (repairs@stroud.gov.uk)
- by letter
- by fax
- via any member of Housing Management staff
- via tenants’ and residents associations or representatives

2.2 When repairs are ordered a confirmation letter will be posted to the tenant within 2 working days. The confirmation letter includes the following details:

- a brief summary of the repair ordered
- details of the contractor who will undertake the repair
- the contractors telephone number
- the timescale for completing the repair

Repair Categories and Target Timescales for their completion

3.1 The Council has established three categories of responsive repair, these are:

**Emergency Repairs**

These are repairs that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to buildings and property. Examples of emergency repairs would include loss of all electrical power in the property, loss of all heating and hot water in the property, blockage of wc, unable to secure main entrance to property. Emergency repairs will be completed within 4 or 24 hours of the defect being reported to the Council.
Urgent Repairs
These are repairs that may affect the comfort of residents and may cause damage to the property if not carried out urgently. Examples of urgent repairs would include renew light fitting, repair leaking pipe in the property, unblock drain. Urgent repairs will be completed within 5 working days of the defect being reported to the Council.

Routine Repairs
These are repairs that are not urgent, although they may cause inconvenience to residents. Examples of routine repairs would include easing an internal door, clearing an overflowing gutter. Routine repairs will be completed within 20 working days of the defect being reported to the Council.

3.2 Each repair request will be placed into one of the three categories and the work ordered.

3.3 In some instances the Council may need to inspect the defect to establish the precise nature of the repair work required. In such cases the Council will usually undertake the inspection within 5 working days.

Appointments
4.1 Should the tenant wish to arrange an appointment, they are able to contact the contractor on the telephone number provided and arrange a convenient appointment for the work to be completed.

Quality Control
5.1 The Council believes that the quality of its maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its property.

5.2 The Council requires all staff and contractors working in residents’ homes to comply with its published code of conduct.

5.3 The Council’s Repairs Officers, in partnership with residents, is responsible for monitoring the standard of work carried out.

5.4 All residents who receive maintenance works will be encouraged to complete a resident satisfaction slip after the works have been completed. A sample of telephone surveys will also be carried out to help assess the performance of the works.

5.5 The Council will ensure that a proportion of responsive repairs are inspected once they have been completed. Any performance issues arising from these post-inspections will be referred to the contractor for investigation.
5.6 Where a resident has recorded dissatisfaction with any service work carried out to their home, this will be investigated by the Repairs Officer, who will ensure that any necessary remedial works are carried out.

5.7 The Council’s complaints policy is also available to any resident who is dissatisfied with the maintenance works provided.
Risk implications

6.1 The failure to effectively repair properties will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

5.2 A failure to undertake a repair within the target timescale could expose the Council to a claim for compensation under the Right to Repair scheme and a claim for compensation to cover the costs of damage to personal effects.

Financial Implications

7.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

7.2 An annual responsive repairs budget will be required to implement and support this policy.
PART 4 - RECHARGEABLE REPAIRS POLICY

Introduction

1.1 The Council aims to maximise its financial resources to enable improvements to be carried out to homes and services. The Council will ensure that tenants meet the costs of repairs they have responsibility for.

1.2 The Tenancy Agreement sets out tenants’ responsibilities for repairs, these are:
   - repairing deliberate damage caused by themselves or visitors to their homes.
   - decorating the inside of their properties and keeping them in a good state of decoration (except in Sheltered Schemes).
   - completing minor repairs to woodwork and plaster.
   - providing and maintaining TV aerials (except shared services provided and maintained by Metro Digital).
   - repairing their own electrical appliances.
   - maintaining and repairing garden paths - except those that give access from a public footpath into and around the property.
   - maintaining and repairing garden fences and gates - except those connected to public land.
   - maintaining and repairing garden sheds and greenhouses - except those installed by the Council.
   - repairing and replacing small items such as keys, washing lines, WC seats and shower curtains (except those in shared areas such as Sheltered Schemes).
   - maintaining and repairing electric showers – except those installed by the Council or those not designated as tenant’s responsibility when they took on the tenancy (see tenancy checklist).

Recharging tenants for repairs

2.1 The Council will charge residents for repair works carried out on their behalf where this expenditure has been caused either by damage which is not the result of fair wear and tear, or by unauthorised alterations to the property.

2.2 Payment will be required in full before any re-chargeable repairs work is carried out, with the following exceptions where:
   - an emergency response is required
   - the property has to be made secure at the direction of the police where they have forced entry (costs will be recharged as appropriate to either the resident or the police)
   - the repair is prejudicial to the health and safety of the household (for example a blocked WC)
   - the disrepair could cause or is causing damage to other parts of the property or to other properties
• the Council considers that the disrepair could lead to deterioration in the appearance of the area
• the Council is satisfied that genuine hardship exists

2.3 In the above circumstances, an affordable repayment plan will be agreed in writing with the resident and the Council.

2.4 In exceptional circumstances, the Council may consider waiving the cost of the re-chargeable repair. All cases will be considered on an individual basis.

Rechargeable Repairs undertaken during a tenancy

3.1 All requests for repairs reported by tenants will be assessed against the Council’s repairing obligations, as outlined in the tenancy agreement and Resident’s handbook.

3.2 Where a reported repair is deemed to be the responsibility of the tenant, the tenant will be informed that they are responsible for that repair under the terms of their tenancy agreement. This includes damage that may have been caused accidentally, for instance a window smashing in the wind.

3.3 Where a repair is needed as a result of criminal activity that has not been caused by the tenant, a member of their family or a visitor to their home, the resident will not be charged for the cost of any works providing written confirmation with a crime reference number is obtained from the Police (an Incident Number is not sufficient).

3.4 Where a repair is needed as a result of criminal activity that has been caused by the tenant, a member of their family or a visitor to their home, the resident will be charged for the cost of any works. Where appropriate, the Police will also be informed of any criminal activity that has taken place.

3.5 Where damage is caused by the Police whilst executing a warrant and no conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will not be held liable for the cost of the repair and the Council will seek to recover the cost of the repair from the Police.

3.6 Where damage is caused by the Police whilst executing a warrant and a conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will be held liable for the cost of the repair.

Rechargeable Repairs at the end of a tenancy

4.1 On receipt of a valid notice to end a tenancy, arrangements will be made with the tenant for the property to be inspected. Following this inspection, the tenant will be informed in writing of any work for which they are responsible prior to vacating the property.
4.2 Any re-chargeable works not carried out by the tenant before they vacate the property will be undertaken by the Council and the cost of the works will be re-charged to the former tenant.

4.3 A situation may arise where an end of tenancy inspection is not able to be carried out in the presence of the tenant, for instance where the property has been abandoned. Further, some repairs for which the tenant is responsible may occur after the end of tenancy inspection has taken place. In these circumstances an empty property inspection will take place and a photographic record taken of any damage caused or work required to the property which is deemed to be the former resident’s responsibility.

4.4 Where the Council is aware of a forwarding address, the former resident will be advised in writing that they will be re-charged any costs incurred by the Council and the debt will be pursued in a manner which accords with the Council's Rent and Other Income Collection and Recovery Policy.

4.5 Where no forwarding address is known, a record will be kept of any outstanding re-chargeable repairs. The Council will pursue the debt from the former tenant should their new address later become known.

Risk implications

5.1 A failure to recharge repairs, which are the tenants responsibility, to tenants will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

Financial Implications

6.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

6.2 An effectively implemented rechargeable repairs policy will reduce pressure on the responsive repair budget.
PART 5 - REPAIRS TO EMPTY PROPERTY

Introduction

1.1 The Council is committed to making the most effective use of its housing stock in order to maximise rental income, meet housing need and maintain good estate management.

1.2 The Council will adopt a pro-active approach to property management to ensure that empty (void) properties do not significantly detract from a neighbourhood’s appearance, security or sustainability.

1.3 This policy details the arrangements for undertaking repairs to empty properties owned by the Council.

1.4 In managing its empty properties, The Council aims to:
   - bring up to the agreed Lettable Standard
   - minimise the length of time a property remains unoccupied
   - minimise rental loss
   - minimise empty property repair costs
   - ensure that all empty properties comply with legal and health and safety requirements.

Repairing Empty Properties

2.1 The Council will deem a property to be empty in the following circumstances, where:
   - the tenant has formally terminated the tenancy by written notice,
   - the tenant has died and there is no successor
   - the tenant has abandoned the tenancy, where the appropriate action has been taken to end the tenancy
   - the tenant has been evicted, following court action for possession

2.2 The Council will ensure that all empty properties are repaired and re-let in accordance with closely monitored target timescales to ensure efficient and accountable management of empty properties. The Council will ensure that all homes are repaired in such a way as to achieve the published Lettable Standard of repair and cleanliness for its empty properties.

2.3 A full inspection of the property will be carried out to ensure the property has been left in a satisfactory condition. Inspections will be undertaken within set target timescales. The inspection will identify the repairs required to the property to enable it to be brought up to the Lettable Standard.

2.4 In recognition of the need to minimise re-let timescales The Council will undertake some minor repairs after occupation. The new tenant will be advised of any outstanding works at the sign-up interview.
2.5 The Inspection will identify any outstanding rechargeable repairs and note any remedial work required resulting from resident damage, in line with the Rechargeable Repair Policy. Photographic evidence of the condition of the property will be recorded.

2.6 The Council will undertake the following tests in all empty properties:

- test all gas appliances and pipework to ensure that they are safe
- test the electrical circuitry to ensure compliance with the latest regulations
- test the water supply and drainage system
- identify asbestos containing materials

2.7 Appropriate cost effective security measures will be put in place where this is considered necessary.

2.8 A post inspection will be carried out following the completion of repairs on all properties before re-letting, to ensure the works have been completed to a satisfactory standard.

2.9 The Council will not decorate properties, unless they are in very poor condition, or if the resident is elderly or infirm or the empty property is in a sheltered housing scheme. In all other cases, The Council will provide assistance with decoration costs which reflect the need for decoration.

2.10 The Council will undertake pro-active estate management to improve environmental conditions, for example maintaining garden and common areas during the period the property is empty.

Risk implications

3.1 A failure to manage empty properties effectively will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

3.2 Properties which are left empty for long periods of time are at risk of damage and vandalism. Vandalised properties affect the visual appearance of the environment and may impact upon the ability of the Council to let other properties in the surrounding area.

3.3 If properties are left insecure, there is also a risk of unauthorised occupation, which could in turn lead to lengthy legal proceedings to repossess the property from squatters.

Financial Implications

4.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

4.2 A failure to manage empty properties effectively and to bring them swiftly back into the housing stock will result in a direct loss of rental income to the Council.

4.3 If damage or acts of vandalism has been carried out to an empty property, this may result in higher than expected expenditure to the empty property budget.
PART 6 - THE RIGHT TO REPAIR SCHEME

Introduction

1.1 The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133, sets qualifying times for certain qualifying repairs and requires all local authorities to advise tenants who are reporting any of the qualifying repairs of:
- their rights under the Right to Repair Scheme
- the timescales set out in the Right to Repair Scheme to complete the repair (either 1, 3 or 7 days)
- the details of a second contractor should the Council’s main contractor fail to undertake the work within the required timescale

1.2 The Right to Repair provides tenants with a right to receive a prescribed amount of compensation, should the Council’s contractor fail to undertake the repair within the qualifying time.

Implementing the Right to Repair Scheme

2.1 The Council will implement the Right to Repair Scheme by:
- ensuring a supply of leaflets on the Right to Repair Scheme are available in the Council’s offices
- ensuring that information about the Right to Repair Scheme is available on the Council’s website
- advising tenants who are reporting qualifying repairs of their rights under the Right to Repair Scheme
- providing compensation to tenants where they have enacted their rights and we have failed to undertake repairs within the qualifying time, at the levels prescribed

2.2 The Council will ensure that it:
- maintains a supply of leaflets on the Right to Repair Scheme in all of its offices
- ensures that information about the Right to Repair is available on the Council’s website

Risk implications

3.1 A failure to meet a tenants’ statutory right will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

3.2 The failure to meet a statutory right could potentially leave the Council open to Court action and a claim for compensation.
Financial Implications

4.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

4.2 Failure to undertake qualifying repairs within the qualifying timescales could have a negative impact on the Council’s responsive repair budget.
PART 7 - THE RIGHT TO UNDERTAKE AND RECEIVE COMPENSATION FOR IMPROVEMENTS

Introduction

1.1 Part IV of the Housing Act 1985 established that all local authority tenants are secure tenants and that all secure tenants have the right to undertake improvements to their home, subject to receiving the landlords consent.

1.2 The Leasehold Reform, Housing and Urban Development Act 1993 gives secure tenants the right to compensation for certain tenant financed improvements that have had the written permission of the Council.

1.3 The right to compensation for improvements is subject to certain qualifying criteria and regulations contained in the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 No. 613.

The Right to Undertake Improvements

2.1 All tenants have the right to undertake improvements to their homes, on condition that they have been given prior written consent from the Council.

2.2 On receipt of a written request to undertake an improvement, the tenant will be visited in their home by a Council Officer.

2.3 Within 10 days of the visit by the Council Officer the tenant will have received notice of whether consent has been granted to their request to carry out an improvement to their home.

2.4 Permission to carry out an improvement will not be unreasonably withheld, but permission may be withheld if the requested improvement will:

- be unduly expensive to maintain
- make the dwelling difficult to let in the future
- be unsuitable to possible future occupants

2.5 Tenants who undertake improvements to their home will be responsible for the maintenance of the improvement, throughout the lifetime of their tenancy.

1 Amended by S124 Housing Act 1996 which provided local authorities with the opportunity to establish Introductory Tenancies for the first 12 months of a tenants tenancy
Compensation for Improvements

3.1 Compensation payments for improvements are not payable until the tenancy comes to an end.

3.2 The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 Statutory Instrument 1994 No. 613 sets out:
   - details of tenants who will qualify for compensation for improvements
   - a list of qualifying improvements and the notional life of the improvement
   - formula to used in the calculation of compensation to qualifying tenants.

3.3 The Council will provide tenants with information about their right to undertake improvements and receive compensation for undertaking improvements by:
   - maintaining a supply of leaflets on the Right to Compensation for Improvements in all of its offices
   - ensures that information about the Right to Compensation for Improvements is available on the Council’s website

Risk implications

3.1 A failure to meet a tenants’ statutory right will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

3.2 The failure to meet a statutory right could potentially leave the Council open to Court action and a claim for compensation.

Financial Implications

4.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

4.2 The cost of providing compensation for improvements will need to be incorporated into repairs and maintenance budgets.
PART 8 - ADAPTATIONS TO THE HOMES OF TENANTS WITH DISABILITIES

Introduction

1.1 The Council will ensure that its housing stock meets the needs of residents of the district who have disabilities by:

- maintaining a register of homes which have either been purpose built or substantially adapted to meet the needs of a disabled person/persons
- establishing an annual budget which it will use to fund works of adaptation to the homes of existing tenants.

Works of Adaptation to the Homes of Existing Tenants

2.1 We will set aside a specified sum of resources each year, to enable adaptations to be undertaken to the homes of tenants who have disabilities.

2.2 We will accept applications from tenants for adaptations to their homes, to meet specific needs. We will require all applicants to be visited in their home by an Occupational Therapist, employed by Gloucestershire County Council, who will assess the work that requires to be completed to the property.

2.3 Following the production of a report by the Occupational Therapist, recommending the works to be undertaken to the home, which are necessary and appropriate to meet the needs of the person with a disability who occupies the property, we will consider whether the extent of the works are reasonable and practicable.

2.4 In taking into account whether the works are reasonable and practicable, we will consider the following:

a) the architectural and structural characteristics of the property, and whether these make certain types of adaptation inappropriate
b) the practicalities of carrying out adaptations to the property, for example trying to adapt a property with narrow doorways, halls, and passages suitable for use by someone in a wheelchair or making a property with difficult or limited access suitable for a person using a wheelchair
c) conservation considerations and planning constraints, which may prevent certain types of adaptation being carried out
d) the impact on other occupants of proposed work which might reduce or limit the existing facilities or amenities in the property
e) we will not install wet floor showers in under or over occupied homes that are meant for families.
2.5 Where we consider that it is not reasonable and practicable to undertake an adaptation to a property, we will write to the tenant informing them of our decision with 21 days of the decision being made. In addition we will arrange to meet the tenant at their home to discuss other housing options that are available to them, to meet the needs of the person with a disability. This could include applying for a transfer to a more suitable property that is easier to adapt such as ground floor accommodation, a bungalow or sheltered housing.

2.6 Where we consider that it is reasonable and practicable to undertake an adaptation, the completed application will be placed onto the adaptations waiting list. We will advise the applicant that their application has been placed on the waiting list, the work that we will undertake to their home and the estimated date that work will commence to their home, within 21 days of receiving the report from the Occupational Therapist.

2.7 The list of applications for adaptations will be worked through in date order i.e. work will be undertaken to the home of the applicant whose application is dated the earliest. However, in exceptional circumstances where the Occupational Therapist, following their visit to the applicant, recommends that as a consequence of the needs of the applicant work should be completed as a matter of priority, we will place that applicants’ case above all others on the waiting list.

2.8 In cases where the work required could potentially exceed £1,000, the Council will require the applicant to submit a means testing assessment.

Risk implications

3.1 A failure to meet a tenant’s need for an adaptation to their home will have a negative impact upon the reputation and image of the Council, leading in turn to a loss of public confidence.

Financial Implications

4.1 The Council must be mindful of the need to ensure that its staffing levels are sufficient to implement the Council’s policy effectively.

4.2 The cost of undertaking adaptations to the homes of tenants will need to be incorporated annually into repairs and maintenance budgets.

4.2 Failure to let accessible homes to people with disabilities will increase pressure on the budget for adaptations.
PART 9 - EQUALITY IMPLICATIONS

Introduction
1.1 The Council is committed to giving an equal service to all. Any action taken under this policy will comply with current equalities legislation.

Council Staff and Contractors
2.1 The Council’s staff and contractors will operate in such a way to ensure that they meet the needs of individual residents and to ensure that they do not discriminate on the grounds of:
   - race and ethnicity
   - age
   - disability
   - religion or belief
   - gender
   - sexual orientation
   - gender identity
2.2 All contractors will be asked to provide copies of their Equality and Diversity Policies to the Council, prior to the award of any contract.

Procedures and Practices
3.1 The Council’s staff and contractors will operate in such a way to ensure that their procedures and practices are sensitive to the needs of individual residents and to ensure that they do not discriminate on the grounds of:
   - race and ethnicity
   - age
   - disability
   - religion or belief
   - gender
   - sexual orientation
   - gender identity
3.2 Repair work and Maintenance programmes may from time to time need to be tailored to meet the needs of individuals, for example the priority of a repair may be increased for vulnerable residents. All cases will be considered on an individual basis.

Information
4.1 The Council will in all reasonable circumstances make information available in a variety of information formats, including for example:
   - large print
   - audio tape
   - community languages
4.2 Where specialist services are required to ensure that information is accessible to the tenant or leaseholder, we will ensure that these are made available.
PART 10 - PERFORMANCE MONITORING

Introduction

1.1 The Council will monitor its performance in delivering its repairs and maintenance service to ensure that the programmes are delivered effectively and to assist in the delivery of continuous improvement.

Performance Monitoring

2.1 To help achieve the Council’s aim of ensuring continuous improvement in the services it provides and to ensure that it meets all statutory obligations, the Council will put in place systems and processes in place which allow it to monitor and evaluate performance.

2.2 The Council will constantly monitor service standards and the performance of its contractors. Appropriate action will be taken if the service works are not performed to the required standard.

2.3 The Council will continually review its standards by measurement against the performance of other social housing providers, with the aim of achieving continuous improvement and to ensure compliance with best practice.

2.4 The Housing Portfolio Holder and the Housing Management Forum will receive quarterly updates detailing the following information:

- level of expenditure against annual approved budget for the planned and cyclical maintenance programmes and the responsive repair programme
- achievement against target timescales for each category of responsive repair
- % of tenants satisfied with responsive repair service overall and by the strands of equality
- completion of planned and cyclical maintenance programmes
- % of tenants satisfied with planned and cyclical maintenance service overall and by the strands of equality
- number of Right to Repair claims received and amount paid in period
- number of claims for Compensation for Improvements and amount paid in period
PART 11 - REVIEW OF HOUSING REPAIRS AND MAINTENANCE POLICY

1.1 This policy will be reviewed by the Council every three years unless there is a change in legislation or regulation.

1.2 Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within 3 months of the legislation or regulation coming into affect.
PART 12 - APPROVALS

This Policy is currently in draft format subject to formal Council approval and a period of consultation with all tenants.

Once approved, this policy will be reviewed on a three yearly basis, or sooner if there are any changes in the relevant legislation.