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# Repairs and Planned Maintenance Policy

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January 2025

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Housing Services

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# 1 INTRODUCTION

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## 1.1 Purpose of this Policy

- 1.1.1 Stroud District Council (SDC) is committed to delivering a high quality, modern and effective repairs and maintenance service that ensures its homes are comfortable, well maintained and safe for people to live in. This policy sets out the activities and responsibilities involved in our repairs and maintenance service in accordance with legislation and regulation, and to meet the demands and expectations of our tenants.
- 1.1.2 This Repairs and Planned Maintenance Policy is intended to assist Stroud District Council, its staff, members, residents and communities with the arrangements for the planned, cyclical and responsive maintenance of residential properties owned and managed by the council.

## 1.2 Objectives of this Policy

- 1.2.1 The objectives of this Policy are:
- To ensure that SDC provides homes that are safe and in a good state of repair for tenants and leaseholders.
  - To ensure that, when tenants or leaseholders report a repair or receive a repairs and maintenance service from us, they are treated in a consistent manner and with empathy and respect.
  - To provide clear information about the services provided and the responsibilities of the Council, its tenants, leaseholders and shared owners.
  - To provide an efficient, prompt and cost-effective repairs and maintenance service.
  - To comply with the statutory requirements, legislation and good practice relating to repairs and maintenance.
  - To improve customer understanding and satisfaction with the repairs and maintenance service provided.

## 1.3 Scope of this Policy

- 1.3.1 This policy identifies how Stroud District Council, through its repairs and planned maintenance service will maintain its properties in good and safe condition. This will cover:
- All Stroud District Council owned properties and their communal areas.
  - All leasehold properties within Stroud District Council owned blocks, where the structure and exterior and any common areas or items are the Council's responsibility to maintain.
  - The different types of repair, maintenance and investment works carried out.
  - Identifying both Stroud District Council's and its tenants' and leaseholders' responsibilities for repairs and maintenance.

## **1.4 Key principles of this Policy**

1.4.1 The Council will maintain its housing stock in good condition by providing an effective repairs and maintenance service to residents. 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 a minimum level of the Decent Homes Standard
- To meet the Council's legal and contractual obligations
- 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 the equalities act 2010 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 measure and monitor customer satisfaction and make use of the information to continuously improve services

## **2 TYPES OF REPAIR AND MAINTENANCE WORKS**

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### **2.1 Responsive repairs**

Responsive or day to day repairs are those carried out when components fail and they cannot wait to be carried out under a cyclical, planned or improvement programme. These works typically include repairs to plumbing and sanitary equipment, door and window fittings as well as those to heating and electrical installations.

### **2.2 Cyclical maintenance**

Cyclical works are undertaken on regular planned cycles for servicing, inspection and testing of equipment, often as required by legislation or regulations.

### **2.3 Planned maintenance works**

Planned maintenance programmes aim to achieve economies by replacing components before they would otherwise require responsive repairs, anticipating changes in minimum acceptable standards and thus reduce future requirements for cyclical or planned work

### **3 REPAIR RESPONSIBILITIES**

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#### **3.1 Responsibility for repairs**

- 3.1.1 The responsibility for repairing and maintaining Council owned properties is based upon legal requirements and the conditions of our standard tenancy agreements and leases. These responsibilities can be summarised as follows:

#### **3.2 The Council's responsibilities**

- 3.2.1 SDC's repair responsibilities include keeping the structure and exterior in reasonable condition in addition to the installations for the supply of gas, electric sanitation space heating and water heating in accordance with the Landlord and Tenant Act 1985 as amended. Examples of the Council's repair responsibilities include:

- Drains, gutters and external pipes
- The roof
- Foundations, outside walls, outside doors, broken glass caused by fair wear and tear, windowsills, window frames, thresholds
- Internal walls, floors and ceilings
- Chimney and chimney Stacks
- Access ways to buildings
- All installations for the supply of water, electricity, and sanitation facilities provided Stroud District Council installed them e.g Water tanks and pipework, gas pipes and electrical wiring, electric sockets and light fittings
- Baths, basins, kitchen and bathroom sinks
- Toilets (Not the seat)
- Water heaters, boilers, fireplaces and radiators
- Equipment for room and space heating or ventilation
- Wired in smoke alarms and other detectors

- 3.2.2 SDC has repair responsibilities for any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. SDC reserve the right to remove these structures when, in our view, they are beyond economic repair.

- 3.2.3 All shared areas and items that are our responsibility. This includes such things as communal entrance doors, roofs, guttering, staircases and lifts. All shared services, such as lighting in the corridors and door entry systems. Decoration of the outside of our properties, as well as any internal shared areas, as often as is necessary to keep them in good condition.

- 3.2.4 In relation to leasehold properties which have been purchased under the Right to Buy, the Council's responsibilities are detailed in each individual lease but include:

- Foundations, drains, gutters and pipes on the external of the property
- Roofs and chimney stacks
- External fixtures, fittings and equipment
- External walls and balconies

- Shared grounds, gardens and paths
- Shared services and facilities e.g. door entry systems

### **3.3 Tenant responsibilities**

- 3.3.1 Tenants are responsible for keeping their property and any fixtures and fittings provided by the Council in good repair and condition. They must tell the Council about any repairs that are needed or any damage to their homes as soon as possible. Tenants are responsible for telling the Council about any faults that could cause injury or damage to other people or property.
- 3.3.2 Tenants have responsibility for repairing, renewing or replacing a number of items in the property. Examples include but are not limited to:
- Filling and preparation work for redecoration inclusive of minor cracks in internal plasterwork.
  - Replacing lost or broken keys.
  - Replacing fuses and changing light bulbs.
  - Toilet seats.
  - Sanitary ware such as shower curtains.
  - Replacing clothes lines in individual gardens.
  - Tenant's own fixtures and fittings and repairs to tenants own belongings.
  - Decoration to the internal of the property as necessary to maintain in good condition.
  - Taking all reasonable steps to heat and ventilate the property using any suitable means provided to prevent condensation and follow advice given.
  - Sweeping any chimney as often as necessary to keep it in good working order. This should be at least once a year if open fire is used.
  - Taking all reasonable precautions to prevent frozen and burst pipes in the property.
  - Installing and repairing own equipment such as cookers and washing machines. These must be installed by a suitably qualified and competent person.
  - Arranging and paying for the provision of utility services gas, electricity and water to the property.
  - Taking adequate precautions to prevent fire in the property. Keeping all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.
  - Not doing anything that causes a blockage to the drains, pipes, gutters or channels in or about the property. Examples include pouring oil or fat down the drains or flushing inappropriate items, such as facial wipes, nappies and sanitary pads, in the toilet.
  - The use of any gas burning appliances or equipment provided in accordance with the manufacturer's instructions, which includes making sure that any flues or ventilation is not blocked.
  - Safe keeping of door keys and fobs, window locks and the provision of additional locks.
  - Moving furniture and any floor coverings supplied and fitted by the tenant where access is needed for repair, maintenance or improvement works.

- 3.3.3 Tenant permissions refers to approval from the council for you, or a contractor working on your behalf, to undertake changes to your property. Tenants must request permission from the Council for any alterations beyond decoration, or the renewing and replacing of items as listed above. Any proposed action must comply with tenancy agreements, lease agreements, and legal/ safety standards.

### **3.4 Leaseholder's responsibilities**

- 3.4.1 Leaseholders will normally own and be responsible for everything within the walls of their property, with the exception of pipes and drains that also serve other properties. This means that leaseholders will be responsible for maintaining and repairing:

- Individual heating systems and appliances
- Internal doors and internal fixtures and fittings
- Sanitary fittings
- Plumbing and pipework within the property
- Internal decoration, floor coverings, ceilings and non structural walls
- Replacing light bulbs, plugs and sockets
- Chimney sweeping
- Access if locked out of the property
- Any damage they cause or is caused by someone else who lives in or visits the property
- Any damage caused by their own fixtures and fittings and any damage to their belongings

- 3.4.2 Individual lease agreements normally give SDC the right to enter properties to inspect condition and, except in an emergency, we will give 14 days notice of this.

- 3.4.3 If repairs are needed that are the leaseholder's responsibility, we will ask the leaseholder to complete them within a set time. If not, we have the right to carry out the necessary works and the leaseholder will then be charged for the cost of us doing this. Where repair or maintenance work is carried out to building components or services that the Council is responsible for, leaseholders will be required to contribute towards the cost of the works carried out, subject to the consultation requirements set out on the Commonhold and Leasehold Reform Act 2002 being complied with.

### **3.5 Shared ownership responsibilities**

- 3.5.1 The shared owner is responsible for the repairs to the property. The individual shared ownership agreements will outline the defect liability period from the handover of the property and any ongoing repair supporting agreements in place.

### **3.6 Insurance works**

- 3.6.1 The Council's Building Insurance provides the council with financial protection against structural problems, risks such as fire, floods, storm damage, and any other unforeseen events that could affect the integrity of the structure of the building. As a council, safeguarding the value and condition of our housing stock is essential to ensure that homes remain habitable and fit for purpose.
- 3.6.2 The Council does not provide contents insurance for items such as fixtures, furniture and fittings, decoration and white goods as well as personal effects. Tenant's and leaseholders should have their own contents insurance cover in this area. Advice is available on [our website](#).
- 3.6.3 Where remedial works to the structure of the property is as a direct result of negligent or wilful acts of damage to the integrity of the property, for example removing load bearing walls without permission, the Council will seek to recharge the Council's costs associated with the insurance works required.
- 3.6.4 Reporting any such insurance related event following the same process as is covered in Section 4.2 of this policy.

## **4 RESPONSIVE REPAIR CATEGORIES**

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### **4.1 Reactive repairs definition**

- 4.1.1 Reactive repairs to a property are those that are carried out in response to a tenant's notification of a problem or defect with their home. They tend to arise on a day-to-day basis and require attention within a short period of time. Examples include repairs to plumbing or sanitary equipment and heating appliances and electrical installations.
- 4.1.2 Before repair work is undertaken it is allocated to a response category using a set criteria to ensure that the repair is necessary and that the most urgent repairs are undertaken first.

### **4.2 Reporting a repair**

- 4.2.1 The Council provides a variety of ways for tenants to report repairs:
- By telephone on 01453 766 321 in operational work hours of 8:45am to 17:00hrs Monday through Thursday and 08:45am to 16:30hrs on Friday.
  - Emergency Out of Hours Repairs by telephone on 01453 222 104
  - By email to [propertycare@stroud.gov.uk](mailto:propertycare@stroud.gov.uk)
  - By visiting our offices in person at Ebley Mill in operational working hours outlined above.
  - By letter to any Tenant services member of staff or their ward councillor.
  - By texting SDC 07984 442968 and starting the text with the word REPAIRS
  - Online through a ['report a repair'](#) form



### **4.3 Repair categories**

4.3.1 To help deliver an efficient and cost-effective service, repairs will be prioritised according to the nature of the work involved. This means that repairs required as a result of component failure or breakdowns that put tenants' health and safety, or the property, at risk will be dealt with faster than those that can safely wait. Prioritisation will also reflect the vulnerabilities of the tenant and current weather conditions.

4.3.2 Our repair categories are:

- Emergency, including out of hours emergencies - 24hrs
- Urgent - 5 working days
- Routine - 28 working days
- Long-term – 84 working days

### **4.4 Emergency repairs**

4.4.1 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 the property.

4.4.2 Examples of emergency repairs would include loss of all electrical power to the building, loss of all heating and hot water, blocked toilet, insecure main entrance to the building. Emergency repairs should be attended to within 24 hours.

### **4.5 Out of hours emergency repairs**

4.5.1 The Council operates an out of hour's service to complete out of hours emergency repairs, in order to make the property safe until a full repair can be undertaken. This service is available through 01453 222104. If a repair is reported in this way but is not assessed to be an emergency, the tenants will be asked to call back during normal office hours.

4.5.2 An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage or is needed to ensure a home is secure. Examples include major electrical faults, severe water leaks, or major drainage problems.

4.5.3 In situations where an operative attends the property but finds that there wasn't a genuine emergency, the Council may recover the cost of the call out in accordance with its Recharge Policy. An example would be where a fault with a gas heating or electrical installation is found to have been caused by there not being any credit on the meter.

- 4.5.4 The priority in instances of emergency repairs will be to make the property safe and follow up visits may be required to undertake a full repair. These will be carried out at a convenient date and time agreed with the tenant in line with the approach to routine repairs. During the winter period, the out of hour's service for emergency repairs will include heating and hot water repairs. During the summer period, these repairs will be undertaken as a routine repair.

#### **4.6 Urgent repairs**

- 4.6.1 These are repairs that may affect the comfort of tenants and may cause damage to the property if not carried out urgently. Examples include a leaking roof, rotten timber flooring or stair tread, loose or detached banister or handrail, blocked sink, bath or basin. Urgent repairs should be attended to within one to five working days.

#### **4.7 Routine repairs**

- 4.7.1 Routine repairs are defined as work requested by the tenant to existing elements of their property due to fair wear and tear. Examples of routine repairs include easing an internal door or clearing an overflowing gutter. Routine repairs should be attended to within 28 working days.

#### **4.8 Long term repairs**

- 4.8.1 Long term repairs are those where the work is more involved than a standard day-to-day repair and involves replacement of elements of the building which require planning but where these works are not included on a forward planned programme. These works could include third party professional advice and rights of access. Examples of long-term repairs include specialise and structural works to properties and boundaries, damp proofing works and whole roofing replacement works. Long term repairs should be attended to within 84 working days.

### **5 REPAIR APPOINTMENTS**

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#### **5.1 Pre-planned appointments**

- 5.1.1 When a tenant notifies the Council of a repair, they will be offered an appointment at a mutually agreeable time where possible. Where the repair requires the use of a specialist contractor the tenant will be advised that the contractor will contact them directly to arrange a convenient date and time for the works to be carried out.
- 5.1.2 Wherever possible, a range of available appointments will be offered including morning, afternoon and to avoid schools run times. The Council always aims to complete repairs within its published and / or mutually agreed timescales. However, this may sometimes not be possible, such as if special parts have to be ordered or if repairs are dependent on other organisations or suppliers.

- 5.1.3 If there is a delay in being able to complete a repair then tenants will be notified, advising of the reason and when the repair is likely to be completed. If an appointment has been arranged that cannot be kept, tenants are asked to tell us as soon as possible so that an alternative appointment can be arranged. If SDC or our contractor needs to rearrange an appointment that has been arranged with you, we will contact you as early as possible and offer you an alternative time.

## **5.2 Gaining access**

- 5.2.1 In accordance with the terms of the Council's tenancy agreements and [Gaining Access Policy](#), tenants are required to let our employees, contractors or anyone else working on our behalf into the property to inspect its condition or that of any fixtures and fittings, or to carry out repair, maintenance or improvement works or for any other reasonable purpose. Unless in an emergency, we will give a minimum of 24 hours' notice.
- 5.2.2 Where access cannot be gained to undertake a repair, the Council will take appropriate measures to make further arrangements for works to be carried out.
- 5.2.3 In some circumstances, and depending on the nature of the repair, a request may be cancelled if repeated attempts to gain access are not successful. However, if the repair is considered necessary for health and safety or other reasons, preventing access to a property may be considered a breach of tenancy and result in legal action being taken to gain access. SDC's Gaining Access Policy outlines the steps that will be taken to access properties when necessary.
- 5.2.4 The cost of this will be passed on to the tenant in accordance with our Recharge Policy. In addition to allowing access, tenants are responsible for cleaning surfaces, moving furniture and personal belongings from the area that the repair will be carried out in.
- 5.2.5 Tenants are also required not to obstruct access to their property indirectly, for example by the accumulation of furniture, personal belongings, stored items or unhygienic conditions.

## **6 RECHARGEABLE REPAIRS**

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### **6.1 Repair responsibilities**

- 6.1.1 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.
- 6.1.2 The Tenancy agreement and handbook sets out the repair responsibilities, which are also highlighted in section 3 of this Repairs and Planned Maintenance Policy.

### **6.2 Recharging tenants for repairs**

- 6.2.1 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.
- 6.2.2 A payment/payment plan will be agreed 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 faulty electrics.
  - 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.
- 6.2.3 In the above circumstances, an affordable repayment plan will be agreed and confirmed in writing with the resident and the Council. In exceptional circumstances, the Council may consider waiving the cost of the re-chargeable repair. All cases will be considered on an individual basis.

### **6.3 Recharging repairs undertaken during tenancy**

- 6.3.1 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.
- 6.3.2 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 smashing a window.
- 6.3.3 Where a repair is needed as a result of severe damage caused by a resident's actions, the resident will be recharged for the cost of any work resulting from this damage. This includes, but is not limited to, damage to a property from fire, flooding or explosions caused by resident's actions. The resident will be responsible for the costs of alternative accommodation if the resulting works cannot be carried out with the resident in the property.
- 6.3.4 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).

- 6.3.5 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.
- 6.3.6 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.
- 6.3.7 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.

#### **6.4 Recharging repairs at the end of a tenancy**

- 6.4.1 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 advised and/or informed in writing of any work for which they are responsible prior to vacating the property.
- 6.4.2 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 recharged to the former tenant.
- 6.4.3 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.
- 6.4.4 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 Councils Rent and Other Income Collection and Recovery Policy.
- 6.4.5 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 where possible.

#### **6.5 Decanting for repairs**

- 6.5.1 Major repair and maintenance works will normally be carried out whilst tenants remain in their property. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are so extensive, when works cannot be carried out with the tenant in the property.

- 6.5.2 Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works and the tenant will normally be given this option. This will be carried out in accordance with the Council's Decant Policy

## **6.6 Void works**

'Void works' is the collective name for the range of repairs, improvement works and checks that are carried out once a tenant has vacated a property and prior to it being relet. The Council is committed to only letting good quality and safe homes and details about the standard of works carried out are contained within the Lettable Standard for Council Tenants. The Empty Council Homes Policy details the process and procures for empty properties and the associated void works.

## **7 PLANNED MAINTENANCE**

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### **7.1 Developing the planned maintenance programme**

- 7.1.1 The Council will develop and deliver planned and cyclical maintenance programmes, to ensure that its homes are maintained in a reasonable condition and meet the Decent Homes standard. The planned maintenance programme includes all planned programmes of improvement.
- 7.1.2 The Council will use the following information to plan and develop its planned maintenance programmes:
- Information from periodic stock condition surveys.
  - Retention of asset data information relating to each property.
  - Condition of property's elements.
  - Expected life of the component.
  - Information about asbestos present in the property.
  - Information about the energy performance of the property.
  - Housing Health and Safety Rating System (HHSRS) of the property.
- 7.1.3 In developing its annual planned maintenance and cyclical programme the Council will consider 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.
- 7.1.4 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 carried out. This will be published online and in the tenant's newsletter.

- 7.1.5 Energy and Sustainability are critical considerations in the provision and management of council housing. The council has responsibility to ensure that its housing stock is energy efficient, environmentally sustainable and affordable for residents to maintain. This aligns with broader commitments to combat climate change, reduce carbon emissions and supporting the transition to a low carbon future.

## **7.2 Procurement of planned maintenance contractors**

- 7.2.1 The Council will achieve value for money in delivering planned maintenance programmes by ensuring current and future contracts are procured correctly in line with statutory and regulatory requirements and contract management is at the core of officers' approach. Information about contracts awarded and partnering arrangements will be published in the tenants' newsletter, social media and on the Council's website.

## **7.3 Consultation with tenants**

- 7.3.1 Where the Council undertakes planned improvement works it will offer the tenant(s) of the property choices of selected finishes from its own range of available products. This will apply to:
- The colour finish of the internal plasterwork from an agreed range of colours.
  - The door and worktop finish of kitchen units.
  - Colour of tiles used.
  - Colour of floor covering.
  - Colour of external doors and walls.

# **8 CYCLICAL MAINTENANCE**

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## **8.1 Cyclical maintenance programme**

- 8.1.1 Cyclical maintenance are works carried out on regular planned cycles for the servicing, inspection and testing of equipment, often as required by statute or regulations, or to maintain the general condition of the stock.
- 8.1.2 The Council carries out cyclical maintenance to ensure that appliances and equipment are maintained to safe operating standards and to comply with legislation and associated guidance.
- 8.1.3 Examples of cyclical maintenance include:
- Servicing of gas heating systems/installations (to include the statutory requirement for an annual gas safety check)
  - Smoke, heat and Carbon Monoxide detector testing
  - Servicing of communal boilers
  - Servicing of Renewable Heat Pumps Installations
  - Periodic inspection of electrical installations
  - Servicing of Radon fans and monitors
  - External painting and the decoration of internal communal areas.

- Servicing of passenger lifts and stair lifts
- Water hygiene and legionella testing
- Fire Systems
- Door entry systems
- Servicing of sprinklers
- Servicing of septic tanks
- Servicing of adaptations equipment

8.1.4 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.

## **8.2 Planned and cyclical maintenance appointments**

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

8.2.2 The Council's contractor undertaking the work will arrange any appointments with the tenant(s) who will be given at least two weeks notice prior to a contractor carrying out the work.

## **8.3 Quality control**

8.3.1 The Council believes that the quality of its repairs, planned and cyclical 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 properties. The Council requires all staff and contractors working in residents' homes to comply with its published code of conduct.

8.3.2 The Council's Planned Maintenance Officers, in partnership with residents, are responsible for monitoring the standard of planned maintenance work carried out. The Council will ensure that all completed planned maintenance works are inspected. Any performance issues arising from the post inspection process will be resolved by the relevant Officers.

## **8.4 Resident satisfaction**



- 8.4.1 All residents who receive planned and cyclical maintenance works will be encouraged to submit resident satisfaction feedback surveys after the works have been completed in a variety of formats. For example, these formats include telephone, text, interactive, paper and verbal.
- 8.4.2 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 relevant Officer 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.
- 8.4.3 The Council's complaints policy is also available to any resident who is dissatisfied with the repair and maintenance works provided and can be found on the Council website

## **9 AIDS AND ADAPTATIONS MAINTENANCE**

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### **9.1 Aids and Adaptations Policy**

- 9.1.1 The Council's [Aids and Adaptations Policy](#) sets out the procedures for ensuring that SDC's 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
  - Establish an annual budget which will be used to fund works of adaptation to the homes of existing tenants.

### **9.2 Works of Adaptation to the Homes of Existing Tenants**

- 9.2.1 The Council are committed to ensuring tenants with a disability, mobility need, or health related challenges can live safely, independently and comfortable in your homes. We do this to help the continuation and improvement of your health and well-being to ensure that all tenants have the opportunity to live in a way that best meets your needs. 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.
- 9.2.2 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.

### **9.3 Assessment for aids and adaptions**

- 9.3.1 There are two parts to the assessment:
- An Occupational Therapy assessment will determine whether you are able to live safely, independently and comfortable in your home. You will need to contact Occupational Therapy direct to arrange this assessment.

- Upon receiving a referral from Occupational Therapy, an assessment of your home by an SDC Officer will be arranged, to look at whether it is necessary & appropriate to make the changes that they have recommended i.e. can the property be satisfactorily adapted to meet your needs.

## **10 DAMP AND MOULD WORKS**

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### **10.1 Damp and Mould Policy**

- 10.1.1 The Council has reviewed its policy regarding Damp and Mould in line with the ongoing review of Decent Homes Standards for its properties, the consumer standards regulation, and Awaab's Law. The Council's 2023 [Damp and Mould Policy](#) outlines the measures taken by the council in the monitoring, maintenance and remedies associated with damp and mould.
- 10.1.2 The aim of the policy is to ensure that the Council meets its obligations as a landlord and provides assurance that damp and mould is adequately managed to ensure the safety of our tenants and leaseholders.
- 10.1.3 This Damp & Mould Policy sets out how Stroud District Council will address and respond to reports of condensation, damp and mould in Council owned homes and to leaseholders where the Council has a responsibility for the maintenance of the external fabric of the building and where issues with the external fabric are the cause of damp or mould.

## **11 MONITORING AND CONTROLS**

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### **11.1 Monitoring and review**

- 11.1.1 This policy will be reviewed in line with any changes to legislation, regulation and accepted practice.
- 11.1.2 SDC will monitor the delivery of this policy through procedural checks and data analysis. Performance against repair category response times will be routinely monitored, and tenant and resident satisfaction will be collected to understand how the service can best meet the needs of tenants.

### **11.2 Controls and record keeping**

- 11.2.1 SDC will keep a record of all communications, paperwork and information relating to repairs and maintenance works undertaken.
- 11.2.2 SDC will continue to train new and existing staff to ensure they implement this policy correctly and in line with agreed procedures, when they access a resident's home. Likewise, SDC require that our contractors work in line with this Policy and the agreed standards. The Council requires all staff and contractors working in residents' homes to comply with its published code of conduct.

## **12 LEGAL AND REGULATORY CONTEXT**

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### **12.1 Defective Premises Act 1972:**

Section 4 of this Act places a duty on landlords to take reasonable care to ensure that anyone who might be expected to be affected by defects in a property is reasonably safe from injury or damage to their property resulting from defects.

### **12.2 Landlord and Tenant Act 1985:**

Section 11 of this legislation imposes an obligation on landlords to carry out basic repairs, covering the structure and exterior of the property and installations for the supply of water, gas and electricity and for sanitation and space heating and heating water. There is also an implied covenant to maintain the property in reasonable order and a legislative requirement for properties to be fit for habitation.

### **12.3 Right to Repair Regulations:**

The Council operates within the statutory requirements of the 'Right to Repair Scheme', implemented in accordance with Section 96 of the Housing Act 1985 (as amended). This covers certain small, urgent or routine repairs costing up to £250, which are likely to jeopardise the health or safety of the tenant. There are also specific regulations that relate to certain repair and maintenance aspects and these include (but are not limited to):

- Regulatory Reform (Fire Safety) Order 2005
- British Standard 7671 (Electrical Installations)
- Control of Asbestos Regulations 2012
- Gas Safety (Installation and Use) Regulations 2018
- Water Supply (Water Fittings) Regulations 2018

### **12.4 Decent Homes Standard:**

Announced in 2000 and updated in 2006, the Decent Homes Standard sets expectations for registered providers of social housing to provide tenants with quality accommodation and a cost-effective repairs and maintenance service. According to the standard, for a home to be considered 'decent' it must:

- Meet the current statutory minimum standard for housing
- Be in a reasonable state of repair
- Have reasonably modern facilities and services

- Provide a degree of thermal comfort

The Decent Homes Standard is currently under review by the Government. Following publication of any changes to the Standard, SDC will review this Repairs and Maintenance Policy to ensure the scope of the revised Standard is incorporated.

## **12.5 Homes (Fitness for Human Habitation) Act 2018:**

This amended the Landlord and Tenant Act 1985 with the aim of ensuring that all rented accommodation is fit for human habitation. Whilst it did not create new obligations for landlords, it required them to ensure that their properties, including any common parts of the building are fit for human habitation at the beginning of and throughout the tenancy. Where a landlord fails to do this the tenant has the right to take action in the courts for breach of contract.

## **12.6 Commonhold and Leasehold Reform Act 2002:**

This legislation sets out specific requirements relating to the consultation of leaseholders prior to major works being carried out to their properties and long term agreements for repairs or services being entered into where the leaseholder will be required to contribute towards the cost of these services.

## **12.7 Housing Act 2004 (Housing Health and Safety Rating System):**

The Housing Act 2004 applies to residential properties in England and Wales and introduced the Health and Safety Rating System (HHSRS).

The Housing, Health and Safety Rating System (HHSRS) was introduced in 2006 to provide an assessment tool for the 'Minimum Standard for Housing' (Criterion A of the Decent Homes Standard). It is a risk assessment tool designed to identify the risk to occupants in domestic properties.

The HHSRS has 29 categories of housing hazard which helps identify and protect occupiers against potential risks and hazards to health and safety from any deficiencies identified in dwellings.

## **12.8 The Social Housing Regulation Act (2023) including Awaab's Law:**

This Act aims to ensure social landlords are compliant with the regulatory consumer standards. Awaab's Law was introduced within the Social Housing Regulation Act. This Law requires social landlords to investigate and fix reported health hazards, such as damp and mould, within specified timescales. The timescales are currently under consultation. Following publication of the timescales detail, this Repairs and Maintenance Policy will be reviewed by SDC to ensure the required timescales and procedures within Awaab's Law are incorporated.

## **12.9 Regulatory Framework for Social Housing:**

The required outcomes and expectation of the Regulator of Social Housing are set out in the regulatory standards which were updated in 2024 following the passing of the Social Housing Regulation Act in 2023. This legislation introduced a proactive rather than a responsive regulatory regime that is underpinned by inspection.

The Safety and Quality standard requires social landlords to provide safe and good quality homes and landlord services to tenants. The standard covers stock quality, decency, health and safety, as well as repairs and maintenance improvements. The following specific expectations form part of the Safety and Quality Standard:

- To ensure that tenants' homes meet the standard set out in the Decent Homes Standard guidance, and continue to maintain their homes to at least this standard.
- To take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas.
- To provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.
- To assist tenants seeking housing adaptations to access appropriate services.

## **13 RELATED POLICIES AND DOCUMENTS**

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### **13.1 Related documents**

13.1.1 This policy and its delivery are linked to the following Council policies and documents, available on the Council website:

- Decant Policy: a policy that sets out the circumstances where a Council tenant may be moved from their home either temporarily or permanently.
- Tenancy Agreement: a contract between the tenant and landlord setting out the legal terms and conditions of the tenancy.
- Lease Agreement: a contract between the leaseholder and landlord setting out the legal terms and conditions of the leasehold.
- The Council Plan 2021-26: a strategy document that sets out the strategic vision, direction and aims of the authority. The plan includes a strategic objective for community resilience and wellbeing, to strengthen and support our communities.
- Recharge Policy: a policy that sets out where the Council will charge tenants for works carried out to remedy an issue caused by the tenant and is included in the Repairs and Planned Maintenance policy.
- Empty Council Homes Policy: the policy outlining the Council's approach to managing void properties.
- Void Standard: the standard all void properties will be let to.
- Gaining Access Policy: The Gaining Access Policy outlines the approach the Council will use to manage and enforce access to its housing stock when required
- Damp and Mould Policy: the policy aims to ensure that SDC meets its obligations as a landlord for damp and mould. The policy sets out the approach SDC will take to reported incidents of damp and mould.

- Aids and Adaptions Policy: The Aids and Adaptation Policy ensures that SDC carries out its aids and adaptions service in accordance with best practice and relevant policy and legislation. It sets out the approach to applying for support, the types of aids and adaptations that SDC will carry out.
- Compliance Policies: Including; Gas Safety Policy, Electrical Safety Policy, Asbestos Policy, Legionella Policy, Radon Policy, Fire Safety Policy.