Neighbourhoods & Housing – Repairs and Maintenance Policy

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Neighbourhoods & Housing – Repairs and Maintenance Policy

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1. Introduction and Purpose

1.1 Hull City Council's Neighbourhoods and Housing Service recognises that Responsive Repairs are one of the most important services that it provides to its tenants. Hull City Council (HCC) is committed to the delivery of a high quality, cost effective and timely Responsive Repair service for its tenants.

1.2 The purpose of this policy is to:

- Deliver a prompt efficient, consistent, effective and value for money Responsive Repairs service that meets the needs of tenants.
- Comply with all relevant legislative and regulatory requirements and meet HCC's contractual obligations.
- Provide easily accessible, customer centric Responsive Repair services to meet tenants needs.
- Ensure that all properties are kept in repair, and that any repair work done in a property provides tenants with a safe and secure environment to live in.
- Ensure transparency for tenants and meet HCC's responsibilities and contractual obligations as landlord.
- Work in partnership with tenants to continuously drive service improvements.
- Improve the value for money of the service, including the delivery of better planned and programmed work.

1.3 HCC's Tenancy Agreement is a contract between HCC as the landlord and HCC's tenants which includes the contractual obligations of the landlord and the tenant in relation to repairs. The Landlord and Tenant Act 1985 also imposes repairing obligations upon the landlord which are automatically implied into the contract. This policy does not vary the obligations of the landlord or the tenant as set out in the tenancy agreement but highlights key contractual obligations in respect of repairs and provides details of how repairs procedures operate within the context of the tenancy agreement.

1.4 This policy sets out HCC's approach to:

- Responsive Repairs and HCC roles and responsibilities
- How HCC link with Cyclical and Planned Maintenance
- When HCC will charge for a repair
- Adaptations
- Council Home Improvements and Permissions
- How HCC will monitor and manage the performance of these services

2. Scope

2.1 This policy covers repairs to Housing Revenue Account owned and managed residential premises as defined within the relevant tenancy or lease agreement including communal areas in multi occupied buildings.

2.2 HCC Leaseholders are responsible for all repairs to the interior of their flat

including the heating/hot water and electrical installations. HCC remain responsible for carrying out all repairs to the structure and exterior and communal areas in accordance with the relevant lease agreement. Leaseholders pay a percentage of all repairs carried out through an annual service charge.

2.3 Where HCC have completed any structural, external, and / or communal works, it will recharge a share of the cost to the Leaseholder in accordance with the terms of their lease and associated legislation.

3. Legislative Context

3.1 Through the implementation of this policy, HCC will ensure compliance with all relevant legislation and regulatory requirements and meet its contractual obligations as a landlord. This includes, but is not limited to:

- Building Regulations Act 1984
- Building Safety Act 2022
- Commonhold & Leasehold Reform Act 2002
- Construction Design and Management (CDM) Regulations
- Decent Homes Standard
- Defective Premises Act 1972
- Electricity at Work Regulations 1989
- Environmental Protection Act 1990
- Equality Act 2010
- Fire Safety Act 2021
- Gas Safety (installations and use) Regulations 1998, amended 2018
- Health and Safety at Work Act 1974
- Homes (Fitness for Human Habitation) Act 2018
- Housing Health and Safety Ratings System (HHSRS)
- Housing Acts 1985, 1988, 1996, 1998 and 2004
- Landlord and Tenant Act 1985
- Leasehold Reform, Housing and Urban Development Act 1993
- Management of Health and Safety at Work Regulations 1999
- Occupiers Liability Act 1957
- Right to Repair Regulations 1994
- The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

4. Relevant Consumer Standards

4.1 The relevant Consumer Standards covered by this Policy are:

- Neighbourhood and Community (April_2024_-_Neighbourhood_and_Community_Standard_FINAL.pdf)
- Safety and Quality (April_2024_-_Safety_and_Quality_Standard_FINAL.pdf)
- Tenancy (April_2024_-_Tenancy_Standard_FINAL.pdf)

- Transparency, Influence and Accountability (April_2024_-_Transparency__Influence_and_Accountability_Standard_FINAL__1_.pdf)

5. Definitions and Terminology

5.1 For the purpose of this policy, HCC have defined the most used terminology that may be useful in relation to the repairs and maintenance service provided by HCC.

5.2 Throughout this Policy the term HCC is used, where HCC works with partners and / or contractors to deliver its repair services, the use of the term HCC should be read where appropriate to refer to its partner and / or contractors.

5.3 **Emergency Repair -** an emergency repair can be classified as any disrepair that causes an immediate threat to the safety, security or health and safety of occupants or members of the public.

A repair can be considered an emergency, when major damage has not yet occurred, but has the potential to do so.

The aim of an emergency repair shall be to make safe and may require further works to rectify the issue. Examples of Emergency Repairs are set out in paragraph 6.12.

5.4 **Urgent Repair –** an urgent repair can be classified as any disrepair that is causing serious inconvenience to the occupants or likely to cause further problems to the property. Examples include:

- loss of hot water where no occupant is at risk
- minor plumbing (e.g. a leak that can be contained)
- leaking roofs (electrics not affected)
- glazing where there is no security risk
- minor electrical re-wiring

5.5 **A Routine Repair** - is defined as any disrepair that is not urgent or an emergency. For clarity, replacements or renewals of building elements or components are not carried out under a repair, this would fall under Planned Maintenance (see definition at 5.6). Examples of a Routine Repair include:

- easing doors and windows
- loose floorboards
- leaking gutters
- broken kitchen units
- broken tiling

5.6 **Planned Maintenance** - Planned maintenance involves replacing assets, or components of assets as they reach end of life or to carry out an improvement. This can include but is not limited to; installing new heating systems, kitchens, bathrooms, roofs, windows and doors. Planned maintenance is programmed in advance over a rolling period with the aim of enhancing the quality and value of the property, and wider living conditions.

5.7 **Cyclical Maintenance** - cyclical maintenance are repairs carried out on a regular cycle to keep homes safe, in repair, and assets working before they reach end of life. These can include, but are not limited to external / communal painting, electrical fixed wire testing.

5.8 **Decent Homes Standard -** a Government programme aimed at improving social housing homes to bring them all up to a minimum standard.

5.9 **Homes (Fitness for Human Habitation) Act 2018** - an Act to amend the Landlord and Tenant Act 1985 to require that residential rented accommodation is provided and maintained in a state of fitness for human habitation.

5.10 **Housing Health and Safety Rating System (HHSRS) -** places a legal duty on landlords to assess and regularly review the condition of their properties to ensure that properties are safe and free from hazards.

5.11 **Leaseholder** – a Leaseholder is a person who has purchased the long leasehold interest in a flat or maisonette which is located in a HCC owned and managed building. Leaseholders occupy their properties under a lease agreement which contains rights and obligations similar to tenancy agreements and they also pay an annual service charge.

5.12 **Mutual Exchange** - where two or more social housing tenants swap homes with the consent of their respective landlords.

5.13 **Decant** – this is the process whereby tenants are required to move from their homes in order to undertake repairs which cannot be completed whilst the tenant is still a resident in the property and/or the tenant (or a member of their household) has a particular vulnerability which means they are unable to reside in the property until necessary repair works have been completed.

5.14 **Domestic Abuse** – Domestic Abuse is an incident or pattern of incidents of controlling, coercive, threatening, degrading and violent behaviour, including sexual violence, by a partner, ex-partner, family member or carer.

5.15 **Adaptation** - an adaptation is a change to a property which helps the tenant or a member of their household to live more easily and independently on a day-to-day basis, often due to a health condition and/or impairment. An adaptation is not a Responsive Repair.

6. Key Principles

Tenants Obligations

6.1 Tenants must keep the property reasonably safe, clean (including wiping down condensation), tidy and free from rubbish and not allow its condition to deteriorate. The property must be kept in at least as good a condition as it was at the start of the tenancy or after any improvements but subject to reasonable wear and tear.

6.2 Tenants must not damage any part of the property, including but not limited to fixtures, fittings, walls and doors. In the event any such damage is caused to the property the tenant may be required to repair the damage. Where this is not reasonable or, the tenant fails to carry out the repair or, fails to carry out the repair to an acceptable standard HCC may carry out the repair and recover the cost of doing so from the tenant.

6.3 Should tenants wish to make any alterations or improvements to their property, beyond any minor repairs, they must obtain written permission from HCC before they start work. In some instances, permission may be subject to a number of conditions that tenants must evidence before commencing any works (for example Building Regulations approval). If tenants complete any alterations or improvements without HCC's prior written permission, HCC may charge tenants for the work undertaken to remove the alteration or addition.

6.4 Tenants must promptly report to HCC any damage to, and defects in, the property, and repairs that are required to the property and any issues affecting access and egress to/from the property.

6.5 Tenants must allow HCC (including its contractors) effective and unobstructed access to the property in a number of situations, this includes access to carry out inspections, do anything required by law (i.e. gas servicing), to carry out repairs and reinstate alterations which have been carried out without written consent. This includes a requirement that the tenant remove any fixtures or fittings (such as laminate flooring, fitted cupboards/wardrobes) which are not HCC's responsibility to provide for such inspection, repairs or works.

6.6 If tenants are unable to keep any appointments (including inspections and/or for works to be undertaken) the tenant should inform HCC or its partners / contractors at the earliest opportunity. Where the tenant fails to keep appointments for repairs and fails to contact HCC (or its contractor), the repair may be cancelled with the exception of damp and mould, and/or where the issue poses a health and safety concern, in those cases HCC will seek to enforce access.

Hull City Council Obligations

6.7 HCC's repairing obligations are set out in Part 3 of the tenancy agreement. These terms reflect the current statutory repairing obligations contained within the Landlord and Tenant Act 1985 and which are in any event implied into the

contract. If further or revised statutory obligations are enacted which amend landlords' repairing obligations, either through a variation to this Act or other legislation, this will be implied into the tenancy agreement at Part 3 and will take precedence over the contracted terms except or unless the contractual terms exceed those set down in legislation.

Access to the Property

6.8 HCC will provide at least 24 hours notice if it intends to enter the property to carry out any inspections and/or repair work and/or Planned or Cyclical Maintenance (with the exception of Emergency Repairs which are usually carried out within 24 hours), unless it believes that there is an immediate risk to the health or wellbeing of any person, or a substantial risk of serious damage to any property. In those circumstances HCC may use reasonable force to enter the property without notice.

6.9 Tenants must provide effective access to HCC for any inspections and/or repair work and/or Planned or Cyclical Maintenance in accordance with the conditions of their tenancy or lease agreement. Where such access is not provided we will seek to secure effective access in accordance with these agreements. This may ultimately result in legal action to obtain access. In this event HCC shall seek to obtain an order from the court requiring the tenant to pay for the costs incurred in taking this action.

Inspection Visits

6.10 Some repairs (including communal repairs), may require an inspection visit before the repair is arranged. These inspections can be carried out by a Surveyor, Contractor or other officer as appropriate. Reasons for these inspections include:

- Where investigations to identify the problem are required
- Where previous repairs have not resolved the problem
- Where there are boundary or ownership issues
- Where precise measurements need to be taken to progress the repair
- Inspections may also be necessary in other cases, for instance, as part of a stock condition survey.

Reporting Repairs

6.11 The Tenant and/or anyone acting on behalf of the tenant can raise a **non-emergency repair, this includes both Urgent Repairs and Routine Repairs (excluding communal repairs)** for a HCC owned or managed tenancy. The easiest and most efficient way is via the customer portal – (My Housing App) which is available 24 hours a day, 7 days a week. Other examples of how repairs can be reported are but not limited to:

- By telephone – 01482 300 300 - Monday to Saturday 9am-5pm excluding bank holidays
- Face to face – by visiting a Customer Service Centre (see here for opening times: Customer service centres | Hull)

6.12 **Emergency Repairs** can only be reported by telephoning 01482 300 300 (Emergency Repairs can be reported 24 hours a day, 7 days a week). Emergency Repairs include but are not limited to:

- Locked out of a property
- No heating or hot water during extreme weather with no secondary heating.
- Total loss of power, water or gas to the property
- Damaged door or window that has left the property insecure
- Severe leak or burst pipes
- Leak that is affecting the electrics or there are unsafe electrics
- Threatened or actual collapse of any part of the structure
- Damage caused by racial or other forms of harassment

The tenant will be asked some additional questions to confirm that the repair is an emergency and whether it is safe for HCC to attend. To carry out Emergency Repairs HCC and/or its contractors will observe safe working practices whilst in the property.

If a tenant misreports a problem as an Emergency Repair to receive a quicker response, it stops HCC from responding quickly to real emergencies. If HCC deem that a repair has intentionally been misreported as an emergency and/or individual circumstances have been misreported so that an emergency response was provided then, HCC may re-charge the tenant for the cost of the emergency call-out in accordance with the N&H Recoverable Order Procedure.

All Emergency Repairs reported outside of business hours (Monday- Friday 5pm until 8am and Saturday/Sunday 24hours) will be triaged by a call out officer.

<u>Repair Timescales</u>

6.13 Some repairs are more urgent than others. HCC categorise Responsive Repairs as follows:

6.14 **Emergency Repairs**: HCC provide emergency responsive repairs, 24 hours a day 7 days a week. An Emergency Repair shall be attended on the same day in very extreme cases or within 24 hours. Dependent on the circumstances works may be limited to making safe/secure or, carrying out a temporary repair. Further non – emergency repairs may then subsequently be required to complete the repair. HCC is unable to provide appointments for Emergency Repairs however, the attending operative shall endeavour to telephone the tenant once enroute to the property.

6.15 **Urgent Repairs:** Urgent Repairs shall take place (Monday to Friday 8am to 6pm). HCC will aim to complete Urgent Repairs within 5 working days from the date of the repair report.

6.16 **Routine Repairs:** Routine Repairs shall take place (Monday to Friday 8am to 6pm). HCC will aim to complete Routine Repairs within 28 calendar days from the date of the repair report. There may be some circumstances in which a Routine Repair may take longer than 28 calendar days, for example; due to availability of parts, where more than one tenant is affected and consultation/coordination may be required. Wherever possible tenants will be offered an appointment for repairs. Appointments will be at a time and date convenient to the tenant and the arrival times will be as follows:

- Morning Appointments: Between 08:00 and 12.00
- Afternoon Appointments: Between 12:00 and 18:00

Tenants can also request to avoid school run times within the above appointment slots although this cannot be guaranteed.

Communication

6.17 HCC shall endeavour to keep tenants updated on the progress of Responsive Repairs. This includes:

- Email/postal confirmation of appointment.
- Automated text messaging, providing reminders about upcoming repair appointments
- Email, text messaging, letter or telephone as agreed with the tenant to inform of progress relating to a specific repair(s)
- Where HCC (or its contractor) is unable to keep to an appointment, the tenant will be communicated with as far in advance as possible, and an alternative appointment will be agreed.
- Where it will not be possible to provide an appointment for a Responsive Repair at the point when the repair is first reported, for example, larger jobs or multi-trade repairs, the tenant will be contacted by HCC's partner / contractor to confirm an appointment for the works.

Condensation and Mould

6.18 Tenants are encouraged to maintain an ambient temperature throughout their home and to ventilate at times of high moisture generation such as cooking and bathing. Windows should be opened where it is safe and appropriate to do so and where mechanical ventilation units are provided, they should be switched on to reduce the possibility of condensation and mould occurring. Tenants are advised to clear condensation as soon as it appears to reduce the likelihood of mould growing. If mould spots appear they may be removed using an appropriate domestic cleaning product. If mould continues to appear then this should be reported as soon as possible to HCC in order that an inspection can be carried out and an assessment of the underlying cause to determine actions required. More information about how to manage condensation and mould growth can be found on the HCC website here: Condensation, damp and mould | Types of repairs | Hull

6.19 HCC take all reports of Damp, Mould and Condensation seriously. Where such a report is made, HCC shall follow its Damp Mould and Condensation Procedures.

Vulnerable Tenants and Household Members

6.20 HCC recognises that tenants have different needs and some tenants are more vulnerable than others. HCC is committed to meeting the needs of the tenant and where tenants disclose any personal circumstances for example, a health condition, hearing impairment or mobility issue HCC may increase its service offering on a case-by-case basis and as proportionate to the circumstances if additional support and care is required whilst the repair is being carried out.

6.21 HCC, Neighbourhoods and Housing service has adopted a definition of vulnerability which will be used to tailor the services it provides. The definition is as follows:

Vulnerability is a complex, multifaceted concept and there is a need for a specific definition within the context of Neighbourhoods and Housing, which can be applied across multiple housing services. HCC have adopted a fluid definition:

A vulnerable person can be defined as a person (or households in which there is a person), whose characteristics, personal circumstances and/or individual needs means they may be disproportionately impacted and/or, makes them more susceptible to experiencing harm or the risk of harm.

6.22 Consideration will also be given to language barriers, accessibility and cultural issues and any reasonable adjustments shall take account of individual beliefs and abilities.

6.23 To support those tenants and their families with a vulnerability, HCC Neighbourhoods and Housing operates a Person Information Alerts Policy and Procedure to advise staff, partners and contractors how to adjust its service delivery in order to cater for the individual needs of the tenant and their household.

Decants

6.24 Where-ever practically possible repair works and/or Planned or Cyclical Maintenance shall be carried out around the tenant and their household. However, there are some instances where this may not be possible, for example:

- The scale of the works is such that it would not be practical for the tenant and their household to remain in the property whilst the works are completed

- The tenant may have a specific vulnerability which means it would be detrimental to the tenant and/or their household to remain in the property whilst the works are completed and/or awaited
- The conditions of the property and/or the works required pose a health and safety concern to the tenant and/or their household irrespective of any vulnerability

6.25 In the event that extensive works are required to a property, a tenant has declared a specific vulnerability and/or the property conditions (i.e. damp and mould), or the works required pose a health and safety concern. A risk assessment should be carried out to determine if it is necessary that the tenant (and their household) are decanted for the duration of the works. In this event the decant procedure should be followed.

Domestic Abuse

6.26 HCC is dedicated to providing a safe living environment and supporting victims of domestic abuse. Where repairs/works are necessary due to Domestic Abuse, or to ensure the safety of a resident, the Council will not charge the tenant for the works, and where appropriate the works will be dealt with as an emergency. However, where a perpetrator has been identified as being responsible for any damage, HCC may take action to recover costs incurred from them (irrespective of whether or not they hold a tenancy with HCC). This applies to all repairs directly related to incidents of Domestic Abuse, including, but not limited to; lock changes, damage caused by perpetrators (holes in doors/walls, smashed windows), or any other repairs required for safety reasons.

Expectations

6.27 In the delivery of repair services, HCC it's partners and contractors work to a Code of Conduct meaning that:

- tenants will be treated with dignity and respect
- staff shall be polite and courteous
- staff shall carry an identity card which shall be shown before entering a tenant's property
- staff shall come prepared for the appointment with the necessary tools and equipment wherever possible
- staff shall maintain cleanliness and tidiness
- staff shall park vehicles considerately and responsibly
- staff shall refrain from entering a property unless an adult (a person aged 18 or over) is present the only exception to this is where the tenant is a young person aged under 18.
- staff shall seek permission before moving any furniture and/or using tenant facilities. In the event of moving furniture, the tenant may be required to sign a disclaimer of liability for loss/damage with the exception that such loss/damage was a result of negligence.

- staff shall minimise disruption to services where for example utilities may need be shut off
- staff shall report any additional defects or issues found
- staff shall not smoke in the property
- in the event the repair cannot be completed in one visit, staff shall explain the next steps

6.28 HCC expects tenants to treat staff (including contractors) with dignity, respect and consideration, this includes but is not limited to:

- Ensuring an adult (a person aged 18 or over) is present throughout the duration of the work, the only exception to this is where the tenant is a young person aged under 18.
- Clearing the area before work begins
- not distracting staff whilst going about their work,
- ensuring children and pets are kept out of the working area.

6.29 HCC take seriously any action by tenants, their household and/or visitors which may cause harassment, alarm or distress towards staff, partners and contractors. Should this occur, HCC will take action as deemed necessary to protect its staff partners and contractors in accordance with relevant procedures such as; Health and Safety Flags Policy and Procedures, Anti-Social Behaviour Policies.

Mutual Exchange

6.30 HCC shall follow its Mutual Exchange Procedure upon receipt of any such request, this shall include a requirement that; before any exchange takes place the Tenancy Officer and Surveyor shall visit the property to check for any repairs that may be required before the mutual exchange can be approved, this includes any repairs deemed to be the tenant's responsibility. Any such repairs identified must be completed by HCC and/or the tenant as required and to a satisfactory standard before the exchange is granted.

Tenant Damage and Charging for a Repair

6.31 Tenants will be held responsible in the scenarios including but not limited to the following:

- If damage is caused to the property either deliberately, negligently and/or recklessly by their own actions, that of their household and/or their visitors (including pets);
- In the event damage is caused justifiably by the police forcing entry into the property (in the event forced entry by police is carried out in error, it is expected that police will reimburse any costs).
- Where there is a failure to report a repair at the earliest opportunity, which then goes on to cause further damage.

- In the event a repair is deemed to have been intentionally misreported as an Emergency in order to receive a quicker response the tenant may be charged for the cost of the emergency call out.
- If there is a failure to uphold the terms and conditions of the tenancy agreement.
- In the event any improvements or alterations are made to the property without HCC's permission and/or have not been completed to a satisfactory and / or safe standard.
- Repairs that are a tenant's responsibility but require a response to prevent a risk to Health and Safety or further damage to the property

6.32 The tenant may be required to undertake the repair works for which they are deemed responsible to a satisfactory standard where this is reasonable. Where this is not reasonable or, the tenant fails to carry out the repair or, fails to carry out the repair to an acceptable standard HCC may carry out the repair and recover the cost of doing so from the tenant.

6.33 Tenants are responsible for the safekeeping of keys and fobs that have been provided for the property, including door, window, and communal access locks. HCC will charge tenants the cost of any replacements or lock change, unless keys have been stolen, and a police crime number can be provided.

Adaptations

6.34 Any tenant may apply for an adaptation if they have a long-term illness, disability, or impairment limiting their daily activities. Adaptations shall be considered and managed in accordance with HCC's Financial Assistance Policy/Procedure.

Cyclical and Planned Maintenance

6.35 Alongside HCC's Responsive Repairs service as set out in this Policy, HCC also operates wider Cyclical Maintenance and Planned Maintenance programmes. Tenants will be notified of any upcoming cyclical or planned works in their property. Investment in these programmes reduces the number of responsive (unplanned) repairs and limits the impact of unexpected issues on tenants.

6.36 Planned Maintenance programmes include the replacement or renewal of building elements or components due to them reaching the end of their life, for example; windows, kitchens and bathrooms to ensure the property meets the Decent Homes Standard.

7. Compliance and Monitoring

7.1 Contractors delivering a Repairs and Maintenance Service on behalf of HCC will be expected to undertake their own internal monitoring of quality of the repairs delivery and share the results with HCC. The Contractor will also be required to participate in joint post inspection visit with HCC. The Contractor

will also be required to carry out its own quality assurance investigation, making sure quality of work is maintained to a proper standard. The outcome of these investigations should be made available to the HCC in a monthly report. Poor quality performance issues must be recorded by the Contractor and reported on a monthly basis to HCC. The details should also indicate where action has been taken to resolve future occurrences.

7.2 HCC will undertake Quality Assurance inspections on a percentage of works completed. The inspections will check that work undertaken is of a proper standard and in accordance with HCC's specifications. Where applicable, a check will also be made to ensure all chargeable works claimed are correct. The Contractor will be required to provide confirmation of the work undertaken on an individual job , so measurement and a good standard of work can be quantified.

7.3 HCC may increase its inspection rate if standards are found not to be meeting HCC's goals.

8. Complaints, Compensation and Legal Action

Complaints

8.1 Tenants should raise a complaint or express a level of dissatisfaction, where they feel repairs standards have not been met and or where they believe this policy has not been applied. Any such complaint will be dealt with in line with HCC's Customer Feedback Policy and Procedure and any lessons learnt are fed back to the relevant service area within HCC for review.

8.2 Complaints can be made in the following ways:

- Online, by completing and submitting the customer feedback form on the HCC website Customer Feedback - Complaints, Suggestions and Compliments
- By telephoning the Council's Contact Centre on 01482 300 300
- By visiting one of the Council's Customer Service Centres
- By writing to: FREEPOST RSJC-KKBE-ABXZ, Customer Feedback Team, PO Box 15, HU1 2AB
- By providing information to a Hull City Council officer in person, in writing or over the telephone

Housing Ombudsman Service

8.3 Where a tenant is dissatisfied with the outcome of their complaint, they can ask the Housing Ombudsman to review their complaint. The Housing Ombudsman will not normally consider and investigate a complaint which has not completed the HCC's complaints procedure.

8.4 A complaint may be referred to the Housing Ombudsman within 12 months from the date HCC's internal complaint procedure has been exhausted. A

complaint can be referred to the Housing Ombudsman by completing the online complaint form Online complaint form - Housing Ombudsman or in writing to:

Housing Ombudsman Service
PO Box 1484
Unit D
Preston
PR2 0ET

8.5 Further information about the Housing Ombudsman Service can be found on their website http://www.housing-ombudsman.org.uk, or by telephoning: 0300 111 3000

Claims for Damages

8.6 The Council will consider claims for loss of possessions or damage to property which are a result of for eg, water leaks, fires etc. or where damage has been caused while carrying out repairs. However, the Council will only pay compensation where it is proven to have been negligent. All tenants are encouraged to obtain their own home contents insurance policy to protect their personal possessions.

8.7 Where HCC fails to meet its repair obligations, HCC may pay compensation as outlined in the Neighbourhood and Housing Compensation Guidelines. Requests for compensation will be considered in line with the Policy.

Right to Repair Scheme

8.8 The Right to Repair Scheme (Using the right to repair scheme - Citizens Advice) gives some tenants the right to claim compensation (statutory or contractual) when minor, urgent repairs have not been completed within the agreed service level agreement timescales. For certain types of repairs the tenant can arrange to have the work carried out if:

- They have ordered a repair
- The repair has not been completed in the time promised
- The value of the repair is less than £250
- The repair is completed by a contractor on the HCC's approved list
- Tenant must complete a notice of claim form and send this to HCC for reimbursement

Improving the Repairs Service

8.9 Feedback from tenants on the quality of the repairs service received is important to HCC to help in the continuous improvement of this service.

8.10 HCC is committed to working in partnership with its tenants (as individuals, and tenant groups/forums) to achieve improvements in service delivery and

performance. HCC will do this by tracking and analysing the performance data of the repairs service, and by working with tenants through a range of involvement initiatives to identify areas for improvement and monitor the delivery of action plans.

8.11 Tenant satisfaction surveys are included as part of the repair receipt given to tenants upon creation of the repair order.

9. Privacy and Data Protection

9.1 All HCC staff, its partners and its contractors staff comply with obligations under the General Data Protection Regulations and Data Protection Act 2018 when recording and using information.

Representatives

9.2 A tenant may choose to nominate a representative to act on their behalf when reporting repairs, in that event HCC shall liaise with that representative when discussing, scheduling and completing repairs to the property. The extent of that communication will be limited to the repair at hand. HCC will not discuss the tenant or any other aspect of the tenancy with that representative without the tenants express written authority.

10. Related Policies, Procedures and Forms

10.1 Through the implementation of this policy, HCC will ensure compliance with all its relevant and related Policies, Procedures and Forms. This includes, but is not limited to:

- Approved Contractor List
- Asbestos Management Plan
- Asset Management Strategy
- Building Safety for High Rise
- Compensation Policy
- Condensation, Damp and Mould Policy
- Customer Feedback Policy and Procedure
- Code of conduct
- Cyclical Maintenance
- Data Protection and Confidentiality Policy
- Damp, Mould and Condensation (DMC) Procedures
- Decanting for Repairs
- Fire Safety General Stock
- Financial Assistance Policy
- Gaining Access Outside Normal Working Hours
- Health and Safety Warning Flags
- Home Standard Scope of Works
- Housing Disrepair Claims Protocol
- Leasehold Management Protocol
- Mutual Exchange Procedure (Contained within Tenant Procedure Manual)

- Personal Information Alerts Policy and Procedure
- Personal Injury Claim Protocol
- Pest Control in HRA Dwellings
- Planned Maintenance
- Recoverable Order Procedure
- Responsive Repairs Process Map
- Right to Buy Policy
- Tenancy Agreement
- Tenancy Management Procedure for Properties with Solar Panels
- Tenant Permissions and Alterations Procedure

Change Log			
Section	**Description of Change**	**Date**	**Change Made By**