

Rother Owned/Leased Accommodation

Repairs Policy

October 2025

Purpose and Scope

This policy sets out our approach to the delivery of the responsive repairs services to Rother District Council (RDC) tenants. This policy applies to all homes for which RDC is responsible for carrying out responsive repairs, as determined by tenancy or licence.

The responsive repairs service complements our programmes of planned and cyclical maintenance to ensure that homes are well maintained, up to date, and meet the needs of tenants.

The purpose of this policy is to:

- a. Ensure that we contribute to tenants being healthy and safe in their homes, that they have a home that they enjoy living in, and that allows tenants to lead a productive and fulfilled life.
- b. Achieve high standards in customer care and high levels of customer satisfaction.
- c. Deliver an efficient, effective, and value for money responsive repairs service that meets the needs of tenants.
- d. Comply with all relevant legislative and regulatory requirements.
- e. Ensure that all homes are kept in good repair, and that any repair work carried out leaves tenants in safe and secure homes.
- f. Ensure tenants are aware of their responsibilities for reporting repairs.
- g. Provide a prompt and cost-effective responsive repairs service that our tenants value.
- h. Work in partnership with our tenants and contractors to continuously drive service improvements.
- i. Agree ways in which we can improve the value for money of the service including the delivery of better planned and programmed work to manage the demand for responsive repairs.

Legislation & Regulatory Standards

We must ensure we comply with the Regulator of Social Housing's regulatory framework and Consumer Standards for social housing in England.

Key areas of legislation/guidance in this policy are:

- Defective Premises Act 1972.
- Health and Safety at Work Act 1974.
- Building Regulations Act 1984.
- Housing Act 2004.
- Environmental Protection Act 1990
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
- Gas Safety (Installation and Use) Regulations 1998
- Management of Health and Safety Rating System (England) Regulations 2005
- Regulatory Reform (Fire Safety) Order 2005.
- Equality Act 2010.
- Control of Asbestos Regulations 2012.
- The Homes (Fitness for Human Habitation) Act 2018.
- Building Safety Act 2022.
- Smoke and Carbon Monoxide (Amendment) Regulations 2022.
- The Social Housing (Regulation) Act 2023
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 - *includes powers to set time limits for social landlords to address hazards such as damp and mould ('Awaab's Law') with proposed amendment to Landlord and Tenant Act 1985*

Responsibilities

RDC works towards having a joined-up approach with tenants. As the landlord we have responsibility for repairs and maintenance of homes as set out in the tenancy agreement and in statute. The most likely source of report of a repair is from the tenant however the responsibility for reporting repairs does not fall solely on the tenant. There are a number of ways in which RDC can become aware of a hazard, this includes:

1. Discovering a potential hazard (or a material change to a potential hazard) during a routine inspection or visit (for example, by housing officers and support staff)
2. While conducting an investigation into a different or related hazard under Awaab's Law (),for example, by maintenance staff
3. By being notified by a third party, including contractors being notified/made aware by a regulator or other body (such as a local housing authority, fire and rescue authority, local authority building control body, private building control body, and/or the Housing Ombudsman, the Building Safety Regulator, the Social Housing Regulator etc.)
4. A tenant raising an issue affecting their home, or someone raising an issue on behalf of a tenant (a solicitor or other representative, advice or support worker, friend or neighbour)
5. Via our weekly reviews of our internal tenant properties repair database, which highlights upcoming inspections and repairs that are required

The RDC tenancy agreement sets out the contractual responsibilities for tenants. Individual tenancy agreements will set out the specific contractual responsibilities per tenant. In all cases, terms set out in individual tenancy agreements take precedent over the statements in this policy.

Repairs

Repairs can be reported via a range of methods. Any repair should be reported by the resident as soon as possible. This allows RDC to arrange any necessary repairs promptly and prevent further damage to homes, reduce costs and maximise resident satisfaction.

- a) All appointment times for routine repairs are confirmed prior to the appointment taking place. Where possible appointments will be at a time and date convenient to the tenant.
- b) Tenants will be informed about progress with their repairs through an agreed channel convenient to them including telephone, text messaging and email. If our contractor is unable to keep to an appointment, we will advise of this as soon as possible, and an alternative date will be agreed.
- c) It is a term of the tenancy agreement that tenants provide us with access to carry out a repair at the appointed time. If the appointment cannot be kept, tenants are asked to inform us at the earliest opportunity. If access is repeatedly refused or denied, legal action may be considered to gain entry where necessary.
- d) In cases where a repair can be more cost effective if carried out as part of a programme of planned or cyclical works, we will consider this option and inform the tenant accordingly.
- e) The Council and its contractors will leave two no access cards and make two telephone calls to the customer to book in an appointment for the repairs. If no response is received, then the job will be closed. A text message will also be sent to the customer.

Communal Repairs

Communal repairs may be carried out to entrances, halls, stairways, passageways, lighting, door entry systems and other parts provided for common use. They may also be carried out on fencing and to other external structures which are the responsibility of RDC.

RDC reserves the right to carry out some repairs to communal areas as part of its cyclical works programme, rather than as a responsive repair.

Inspection Visits

Some jobs, including communal repairs, may require an inspection visit before the repair is arranged. These inspections can be carried out by a surveyor, contractor, or RDC Officer as appropriate.

The reasons for these inspections include:

- Investigations to identify the cause of a problem are required.
- When we need to agree works on site with our contractor.
- 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.
- Where we wish to post inspect contractors works to ensure that issues are resolved, and work is to the right standard.
- Where there are multiple or complex problems.
- To audit the performance of our contractors.

Where possible we will aim to get information by telephone from tenants and pass repairs straight through to a contractor. This expedites the repairs process and helps us to concentrate our resources on repairs issues that require investigation and inspection.

No Access

Tenants are required to allow RDC staff and contractors access to carry out work in their home as per the terms of the tenancy agreement. If a tenant cannot be in at the time of the repair, then RDC can facilitate access via the master keys. If a tenant refuses access, then a call out charge may be made.

Repair Timeframes

Repairs are classified and will be responded to within the following repair categories and timescales:

General repairs

These are routine repairs that do not affect health and safety but do affect comfort and convenience. Examples include ease and adjust doors, repair windows, doors, kitchen units, bathroom units, flooring, stairs and handrails.

We aim to complete general repairs which are not related to heating systems **within 10 working days**. However, some repairs will take longer due to requiring additional works such as scaffolding and these repairs may take longer.

Emergency Repairs

Emergency Hazards

An emergency hazard is one that poses 'an imminent and significant risk of harm' to the health or safety of the occupier in the social home. An 'imminent and significant risk of harm' is defined in the regulations as

‘a risk of harm to the occupier’s health or safety that a reasonable lessor with the relevant knowledge would take steps to **make safe within 24 hours**.

‘Emergency hazards’ are intended to be issues that could cause immediate harm to the mental or physical health or safety of tenants, if not addressed quickly. As a social landlord we will use all available information to decide if a hazard is an emergency hazard within the guidance.

Examples of hazards that could be emergency hazards requiring emergency action include, but are not limited to: gas or carbon monoxide leaks broken boilers, total loss of water supply, electrical hazards such as exposed wiring, significant leaks, broken external doors or windows that present a risk to home security, prevalent damp and/or mould that is having a material impact on a tenant’s health, significant structural defects or disrepair.

Where there is a gas escape, smell of gas, uncontrollable leak coming from any part of the heating system or reports of fumes. We will aim to respond to these emergencies **within 2 hours of the report** being received and **aim to have completed the repair within 24 hours**. If a CO alarm is activated the resident must leave the property immediately and then contact the Council. If the resident had not already informed the gas network provider, then the Council would follow up.

For some of these examples everyone will be potentially vulnerable, such as gas leaks. For others RDC will also consider if the risk is likely to be exacerbated by a specific condition in relation to the tenant or other circumstances (e.g. a broken boiler is likely to be a more severe issue in colder months).

We aim to attend to investigate any emergency repair **within 4 hours** and if we are unable to complete a permanent repair at the time of our first attendance, we will undertake relevant work to ensure the property is safe as soon as is reasonably practicable. We will then aim to **complete any permanent repair follow up within 24 hours**; where we are unable to fulfil this, we will provide suitable alternative accommodation until this is resolved.

Urgent repairs

Significant hazards

1. A ‘significant hazard’ is one that poses a significant risk of harm to the health or safety of an occupier of the property.
2. A ‘significant risk of harm’ is defined in the regulations as ‘a risk of harm to the occupier’s health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency’.
3. These are repairs required to fix any defect which puts the health or security of a tenant or third party at immediate risk or which affects the structure of the building. Examples include no water in the home, serious roof leaks, no power, boarding up a broken window, major plumbing leaks, structural damage, or instability.

If RDC has reason to believe a home is affected by a significant hazard, we will investigate the hazard **within 10 working days** of becoming aware of them:

- I. We will ensure that an investigation is conducted by a person who (in the reasonable opinion of the social landlord) is competent to do so.
- II. This will be a person with the skills and experience necessary to determine whether the social home is affected by a significant or emergency hazard.

Upon investigation, should RDC find there is no significant or emergency hazard, there are no further requirements to respond to this urgently and the issue will be classed as general repair and works carried out in line with the standards for these as shown on page 4.

Potential significant hazards will be investigated as detailed below:

- a. Produce a written summary of investigation findings and provide this to the named tenant within **3 working days** of the conclusion of the investigation.
- b. Undertake relevant safety work within **5 working days** of the investigation concluding, if the investigation identifies a significant hazard.
- c. Begin, or take steps to begin, any further required works within **5 working days** of the investigation concluding, if the investigation identifies a significant or emergency hazard.
- d. If steps cannot be taken to begin work in **5 working days** this must be done as soon as possible, and work must be physically started **within 12 weeks**.
- e. If relevant safety work cannot be completed within specified timeframes secure the provision of suitable alternative accommodation for the household, at the landlord's expense.

If the investigation results in re-classification of a Significant Hazard as an Emergency Hazard, then RDC will take emergency make-safe action within 24hrs and then follow the Potential Emergency Hazard protocol.

See Appendix 1 for Process flow diagram showing further detail.

Winter heating repairs

This includes loss of heating and/or water heating where no other alternative forms are available (between 1st November and 30th April) and all year round for vulnerable customers. We will aim to respond to these **emergencies within 4 hours and complete them within 24 hours**.

Summer heating repairs

This includes loss of heating and/or water heating with no other alternative forms available (between 1st May and 31st October). We will aim to respond to these emergencies **within 24 hours and complete them within 5 days**.

Rechargeable Repairs

Damage that has been caused by a tenant, other residents, or visitors to a home, may be rechargeable.

The Council are not responsible for any repair or replacement needed because of any action or neglect by the tenant and their family, any sub-tenant, visitor, third party or pets.

The Council are not responsible for the repair or replacement of anything that has been installed or fitted in the home by the current tenant without our written consent.

Please refer to the Recharge Policy (previously agreed by Cabinet) for further details. Appendix 2

Insurance

Tenants are responsible for taking out home contents insurance as RDC is not responsible for insuring tenants' furniture, contents, and possessions. Tenants are responsible for any loss or damage to their home due to theft, fire, vandalism, flooding, or accidental damage.

Compliance with Safety & Quality Standard

RDC is committed to meeting the Regulator of Social Housing's Safety & Quality Standard by ensuring repairs are delivered effectively, efficiently, and in a timely manner. Tenants can report repairs through

multiple accessible channels, including contacting housing officers during office hours and a dedicated out of hours phone service, and in-person at council offices.

During the repair process, we will provide clear and proactive communication, including confirmation of appointments, progress updates, and expected completion dates. RDC maintains robust data systems to support compliance, including stock condition records, repairs tracking, and evidence logs. These systems enable us to monitor performance, identify trends, and ensure homes remain safe, decent, and well-maintained

Record Keeping and Communication Standards

RDC will maintain comprehensive and accurate records of all repair requests, inspections, actions taken, and communications with tenants. These records will include dates, times, and outcomes to ensure transparency and accountability.

In line with the Housing Ombudsman's Complaint Handling Code and 'Repairing Trust' recommendations, we will provide clear, timely, and proactive communication throughout the repair process. Tenants will receive confirmation of reported issues, updates on progress, and explanations of any delays. This approach ensures that vulnerabilities are considered, repeat failures are prevented, and lessons from complaints are embedded into service improvements.

Review

This policy will be kept under review annually and updated in light of any changes, including legislative or regulatory changes.

Awaab's Law

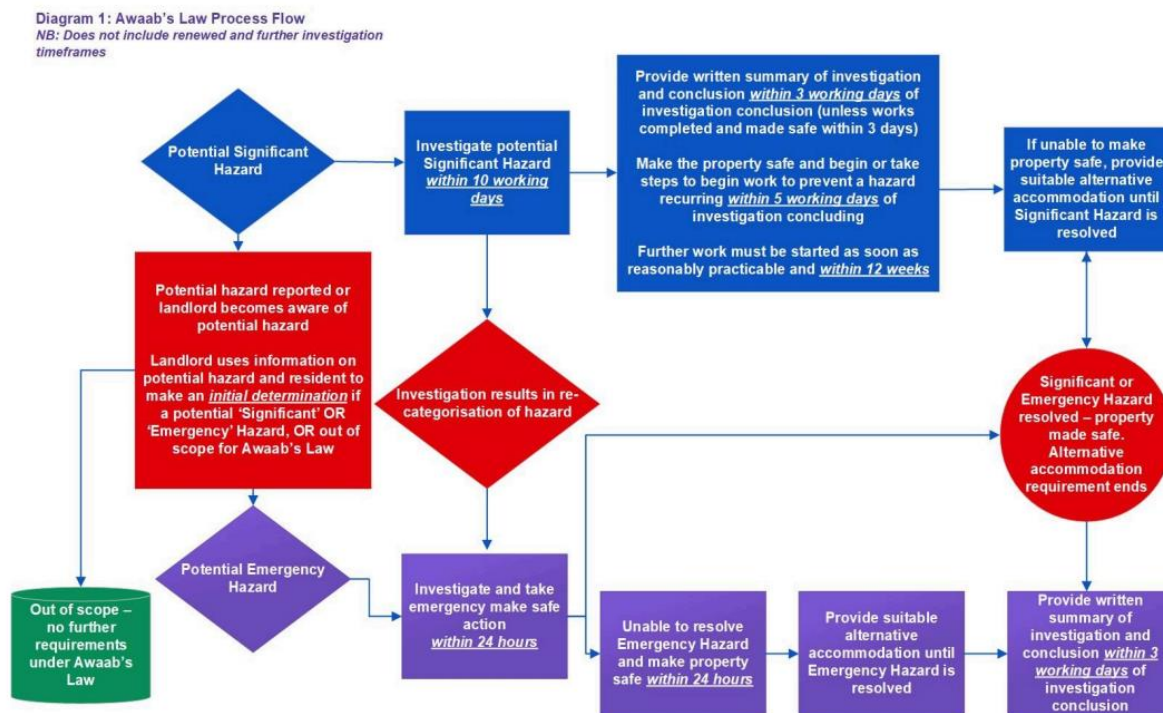


Diagram 1 provides a simplified overview of the process and timeframes under Awaab's Law for addressing significant or emergency hazards. It does not include renewed and further investigations. For full details, please refer to the relevant sections of the guidance.

Commitment to Future Hazard Requirements

In line with Awaab's Law and its phased implementation, the Council will review and update this Repairs Policy annually to incorporate all additional hazards as they become legally prescribed. From 2026, this will include hazards such as excess cold and heat, falls, structural integrity issues, fire safety, electrical safety, and hygiene/food safety. By 2027, the policy will extend to cover all remaining Housing Health and Safety Rating System (HHSRS) hazards, except overcrowding. These updates will ensure that our repairs and maintenance processes remain fully compliant with statutory requirements and continue to protect the health, safety, and wellbeing of our tenants.