

Gloucester City Homes



Reactive Repairs Policy

In Partnership With



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You can also contact us using our online reporting forms.

Please note our website is speech enabled and you can adjust the size of the text and translate it to other languages.

Get our information in other formats

If you would like any part of this document explained, translated or provided in another format such as large print, audio or Braille, please contact our Customer Services Team on 0800 408 2000.

Bengali

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন।

Chinese

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。

Gujarati

જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઈન્ટરપ્રિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારો સંપર્ક સાધો.

Polish

Aby uzyskać ten dokument w innym języku lub formacie, albo jeżeli potrzebujesz usług tłumacza, skontaktuj się z nami.

Urdu

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو برائے مہربانی ہم سے رابطہ کیجئے۔

[Translation reads: If you would like this document in another language or format or require the services of a translator, please contact us.]

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UPDATED	\\Gloscitys76\GCH\ALMO Project\Policies & Procedures\06 Current GCH Policies & Procedures\04 Asset Management\Rechargeable Repairs\GLOUCESTER CITY HOMES REACTIVE REPAIRS POLICY & PROCEDURE - CONTROLLED.doc
<p style="text-align: center;">Important Notice: Printed paper copies of this procedure are uncontrolled. The current version of this procedure is available on the Intranet</p>	

Documentation Master Sheet
Amendments to this Document are Detailed Below

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Latest Update (Version 7a)

Post inspection process amended.

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Reactive Repairs Policy

Purpose of the Policy and Procedures

The purpose is to have in place a system whereby Gloucester City Council Customers can easily report reactive repairs to Gloucester City Homes, who can then assess the repair to see if it is a landlord responsibility and if not, advise the customer of alternative solutions, and if it is a landlord responsibility, diagnose the problem and then pass the repair to Lovell Respond to carry out the required repairs within target times, right first time, to an excellent quality; and to the satisfaction of our joint customer.

Definitions

Reactive Repair - is where a repair arises in a property or in a communal area which we manage which is a one off and we are obliged by law, our tenancy agreement or service promises in our Customer Handbooks to respond to and rectify within 28 working days if a non-urgent repair; respond to and rectify within 5 working days if an urgent repair or respond to within 2 hours and rectify within 4 hours if an emergency repair.

Property - The term 'Property' means the home occupied by our customers plus any gardens, garages, brick sheds, stores, outbuilding, fences, paths or walls let within its boundary, but not any temporary structures erected in the garden (e.g. timber sheds, greenhouses) unless we have a record of taking responsibility for them.

Communal Areas – are defined as any land or buildings, which are owned by Gloucester City Council as a housing landlord and are open to the public to use generally e.g. grassed areas; corridors and staircases in blocks of flats.

Who does the policy apply to?

This policy applies to Staff of:

- Gloucester City Homes; and
- Lovell Respond

And to Customers of Gloucester City Homes, including:

- Tenants
- Leaseholders; and
- Shared Owners

What does the Law say?

Our responsibilities differ for different customers. For **tenants**, who are the majority of our customers the main laws are:

Landlord & Tenant Act 1985

Section 11: Repairing obligations in short leases.

(1) In a lease to which this section applies (as to which, see sections 13 and 14)

there is implied a covenant by the lessor:

- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
- (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
- (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

Defective Premises Act 1972

Section 4: Landlord's duty of care in virtue of obligation or right to repair premises demised.

(1) Where premises are let under a tenancy which puts on the landlord an obligation to the tenant for the maintenance or repair of the premises, the landlord owes to all persons who might reasonably be expected to be affected by defects in the state of the premises a duty to take such care as is reasonable in all the circumstances to see that they are reasonably safe from personal injury or from damage to their property caused by a relevant defect.

(2) The said duty is owed if the landlord knows (whether as the result of being notified by the tenant or otherwise) or if he ought in all the circumstances to have known of the relevant defect.

(3) In this section “relevant defect” means a defect in the state of the premises existing at or after the material time and arising from, or continuing because of, an act or omission by the landlord which constitutes or would if he had had notice of the defect, have constituted a failure by him to carry out his obligation to the tenant for the maintenance or repair of the premises; and for the purposes of the foregoing provision “the material time” means:

(a) where the tenancy commenced before this Act, the commencement of this Act;
and

(b) in all other cases, the earliest of the following times, that is to say:

- (i) the time when the tenancy commences;
- (ii) the time when the tenancy agreement is entered into;
- (iii) the time when possession is taken of the premises in contemplation of the letting.

(4) Where premises are let under a tenancy which expressly or impliedly gives the landlord the right to enter the premises to carry out any description of maintenance or repair of the premises, then, as from the time when he first is, or by notice or otherwise can put himself, in a position to exercise the right and so long as he is or can put himself in that position, he shall be treated for the purposes of subsections (1) to (3) above (but for no other purpose) as if he were under an obligation to the tenant for that description of maintenance or repair of the premises; but the landlord shall not owe the tenant any duty by virtue of this subsection in respect of any defect in the state of the premises arising from, or continuing because of, a failure to carry out an obligation expressly imposed on the tenant by the tenancy.

(5) For the purposes of this section obligations imposed or rights given by any enactment in virtue of a tenancy shall be treated as imposed or given by the tenancy.

(6) This section applies to a right of occupation given by contract or any enactment and not amounting to a tenancy as if the right were a tenancy, and “tenancy” and cognate expressions shall be construed.

For **leaseholders**, we usually remain responsible for the structure and exterior of the property but the leaseholders are responsible for the interior and all its fixtures and fittings including: electric, gas, water and sewerage installations. This means that when we carry out any work to the interior of the property we will need to recharge the leaseholder. **We do offer our repairs service to leaseholders.**

For **shared owners**, they are responsible for the whole of the interior and exterior of the property including all its fixtures and fittings. This means that when we carry out any work to their properties, we will need to recharge the shared owner. **We do offer our repairs service to shared owners.**

What does the Tenancy Agreement say?

Council's Duties

REPAIRS AND MAINTENANCE

2. The Council shall be responsible for:

(a) keeping in reasonable repair the structure, services and common parts of the Property including:

- (i) drains, gutters and external pipes;
- (ii) the roof;
- (iii) external walls, doors and windows (except glass) etc;
- (iv) communal aerials;

(v) pathways and steps which provide access to the main entrance and around the Property itself;

(vi) garages, utility rooms and stores;

(vii) porches or other non-standard elements expressly agreed in writing at the letting process;

(viii) installations for the supply of water, gas, electricity, drainage and rubbish disposal (where applicable);

(ix) installations for space heating and water heating installed by the Council;

(x) lifts and other communal amenities; and

(xi) external painting of the Property.

3. Where repairs requiring more than 5 working days have been ordered, a job registration receipt with a satisfaction survey card advising the target date for completion will be issued and the appropriate appointment made.

The Council aims to carry out those repairs which are its responsibility in accordance with set time scales from placement of the order within the limitations imposed by finances and the practicalities of each situation.

The priority and timescales for completing responses is set out in the Tenants' handbook.

EMERGENCY ACCESS

4. In exceptional circumstances it may be necessary for the Council to force entry and the Council will make good any damage caused in such circumstances. Forced entry will only be made in exceptional circumstances when there is risk of serious damage to Property occurring and no-one is at home.

Tenants Duties

“REPAIRS

8. Tenants shall be responsible for:

(a) the repair, replacement or cleaning of the following items:

(i) plugs and chains to wash hand basins, sinks and baths,

(ii) internal door furniture, locks, latches and coat hooks,

(iii) sweeping of chimneys,

(iv) electrical fuses,

(v) any items damaged by Tenants, members of Tenants' household or visitors. .

(vi) window glass (except where the Council has a duty under the Right to Repair)

(b) the regular testing and cleaning of smoke alarms and replacement of batteries, where fitted;

(c) taking reasonable precautions to prevent frost damage, such as reporting to the Council if the loft space is not properly insulated or stop taps are not working, trying to keep the Property adequately heated, and taking advantage of any insulation works they may be entitled to. If Tenants go away from the Property during a cold spell, they should either leave background heating on, or turn the stop tap off and drain down the water system;

(d) provision of security devices in addition to front and back door locks and bolts, or window locks that may already have been installed by the Council;

(e) keeping ladders or other items that could be used to break into Properties out of sight and locked up.

9. It is the incoming Tenant's responsibility to advise the local housing office when the Property is occupied so any minor repairs noted when the Property became empty can be ordered.

INTERNAL REPAIRS & MAINTENANCE

10. Tenants must maintain the internal appearance of the Property in a reasonable state of decoration, repair and cleanliness, including repairing minor plastering defects, ie. hairline cracks.

EXTERNAL REPAIRS & MAINTENANCE

11. Tenants must ensure that any garden path and the exterior of any shed, store, greenhouse, fencing, or other structure is maintained in a good state of repair and decoration, unless responsibility has been accepted by the Council.

INFORMING THE COUNCIL OF DEFECTS

12. Tenants must inform the housing office about any fault in the Property which is the Council's obligation to repair. If the Tenant is not satisfied with the speed or standard of repair, then the Tenant must inform the Council in writing of their complaint, keeping a signed and receipted copy of any complaint made. If the Tenant is still dissatisfied the Council's complaints procedure should be followed.

AERIALS AND SATELLITE DISHES

13. Tenants may erect aerials or satellite dishes discreetly on the Property provided there is not already a landlord's aerial and planning permission is obtained where necessary. Planning permission is normally required for satellite dishes on block of flats. Aerials and satellite dishes must not cause a nuisance to neighbours and any damage caused to the Property by the fixing, maintaining, or removal of such aerials or satellite dishes must be paid for by Tenants. All flats in blocks of three storeys and above would normally have a landlord's aerial.

ACCESS

14. Tenants must allow the Council's employees, contractors or their subcontractors to enter the Property at all reasonable hours to inspect the condition of the Property and to carry out all necessary repairs and maintenance to the Property or adjacent Property, provided that the Council gives reasonable notice. The Council will give 2 working days written notice for inspections and 10 working days written notice for planned maintenance work.

COMMUNITY RESPONSIBILITIES

16. (a) Tenants are responsible for the behaviour of everyone living in or visiting the Property. They must also keep under control any animals living in or visiting the Property. This applies when they are in the Property, in communal areas (stairs, lifts, landings, entrance halls, paved areas, shared gardens and parking areas), on adjacent land and in the locality around the Property

(c) Tenants, members of the household and visitors must not:

(iv) damage, deface or put graffiti on Council property. Tenants will have to pay for any repairs or replacements.

(v) interfere with security and safety equipment in communal blocks. Doors should not be jammed open and strangers should not be let in without identification.

(vi) steal any item from any property owned or previously owned by the Council or in the locality of the Property.

PETS

17. Tenants must not keep any animal in the Property other than normal common domestic pets and small caged animals. Tenants must obtain written consent for all other animals to be kept in the Property.

In complying with this condition Tenants are responsible for ensuring that pets do not:

(a) soil or damage the Council's Property; or

(b) cause a nuisance or annoyance to neighbours.

Tenants will have to pay for any cleaning, repair or replacement of the Council's property or neighbours' property if an animal under their control damages it.

GARDENS

18. Tenants must keep gardens in a tidy condition, and free from rubbish. Tenants must not cut down or lop any trees, shrubs or bushes or dig out hedges growing in open plan communal gardens without the Council's prior written consent.

REIMBURSING THE COUNCIL

20. Tenants shall upon receipt of a written notice reimburse the Council for the cost of making good any loss or damage caused by acts in breach of the tenancy conditions:-

HOME CONTENTS INSURANCE

21. Tenants are responsible for insuring all their family's personal effects, plus other items relating to their tenancy and Property that they may be liable for under the tenancy agreement (e.g. internal redecoration following fire, flood etc.) .

Council's Rights

COURT ACTION

23. The Council recognises that Tenants have secure tenancies (unless stated to, the contrary in other correspondence) and may only seek possession on one or more of the following grounds set out below:-

e) Damage, neglect, theft or vandalism of the Council's Property (including any common areas) or of private properties in the locality as set out in clause 16 above

(f) Damage to any furniture that the Council has provided to Tenants, lodgers or sub Tenants

CARRYING OUT REPAIRS & RECHARGING

25. Where Tenants have undertaken improvements to the Property they will be responsible for any subsequent repairs to the items installed. If these repairs are carried out by the Council then the outgoing Tenants will be recharged for such works.

Tenants Rights

RIGHT TO REPAIR

40. Tenants have the right to have certain small, urgent repairs, which might affect their health, safety or security done quickly and easily. The Council has to carry out these repairs within a certain time, and if the Council does not do these repairs in time, the Council may pay compensation. Qualifying repairs include unsafe electrical fittings, blocked toilets, sinks, baths or basins, leaking pipes and roofs, toilets that do not flush etc. Details of this statutory right are readily available from local housing offices.

SMOKE ALARMS

41. Tenants are entitled to have a smoke alarm installed where one is not already installed. Generally mains powered alarms will be installed, but battery ones may be provided in some circumstances, depending on Council policy.

WASHING LINES

43. The Council will supply washing lines at all elderly persons designated properties and three storey flats where needed.

What does the Tenants Handbook say?

The Repairs Handbook (section 5 of the Tenants Handbook) sets out our repairing responsibilities and the tenants repairing responsibilities.

GCHs responsibilities:

Inside the tenant's home.

We maintain the structure of the tenant's home and are responsible for repairs to water and gas pipes, wiring, heating systems, drainage, power and light fittings, and any items originally provided by Gloucester City Council but not items that are the tenant's responsibility.

Outside the tenant's home.

We repair and maintain the outside parts of the property the tenant lives in, such as gutters and roof tiles. In the private part of the garden we are responsible for any fences, walls, or brick outbuildings originally provided by Gloucester City Council, and for the main path that leads to the front or back door.

Responsibility for gas safety

We are responsible for carrying out an annual gas safety check in every property we own that has a gas supply.

The tenant must allow us into their home to carry out these checks. This is for their safety. If they do not allow us in we will take court action to allow us to enter their home.

The tenant must make sure that air vents do not become blocked.

Communal or shared areas

We maintain any open area around the tenant's home, any communal areas and facilities that are owned by Gloucester City Council and any garages we provide.

Tenant Responsibilities

The tenant's general responsibilities are:

- to allow repair workers into their home to carry out repairs, annual safety checks and inspections;
- to decorate the inside of their home to a reasonable standard, including filling minor cracks or holes in walls;
- to let our repairs partner know as soon as they notice a repair is needed and to take action to prevent it getting worse;
- to fit, repair and maintain any fixture or appliance they own;
- to take action to prevent and control condensation. See **Handy hints** on page 49;
- to take steps to prevent blockages in waste pipes or drains;
- to take action to prevent pipes from freezing or bursting. See **Handy hints** on page 55; and
- to arrange for the repair of any damage caused by the tenant, a member of their household, or a visitor.

Damage and charging

If the tenant, or anyone in their home, cause damage to their home, we expect them to arrange to get it repaired. If we have to do the repair to make sure they and their family are safe, they will have to pay for the cost of the repair. If damage is caused by a break-in or vandalism, we will carry out work to make their home safe and charge them for this. We only do further work if they can give us a police crime report number (not an incident number).

Changes the tenant makes to their home

They can carry out changes to their home if they get our written permission. This includes additions such as gas or electrical fittings, and laminate flooring. They will be responsible for any repairs to these changes and for removing and re-installing them if we need to carry out a repair.

Tasks the tenant must do

They are expected to do these themselves, or arrange and pay to get them done:

- replacing door locks or keys when keys are lost or broken, or they get locked out;
- replacing window keys;
- getting extra keys cut;
- replacing glass in windows or doors, unless they can provide us with a police crime reference number;
- fitting bells, latches, knobs, handles or chains to doors or cupboards;
- fitting additional locks to windows and doors;
- replacing locks and latches on internal doors and cupboards;

- adjusting doors, particularly when they have fitted carpets or laminate flooring;
- fitting curtain rails, pelmets, picture rails and coat hooks;
- replacing light bulbs, fluorescent tubes and starters;
- resetting trip switches;
- replacing TV aerials and sockets (unless communal aerials);
- testing and cleaning smoke detectors and replacing batteries in battery-operated detectors. See **Handy hints** on page 53;
- trying to clear blocked basins, sinks, baths and toilets. See **Handy hints** on page 45;
- replacing toilet seats;
- replacing plugs and chains on baths, basins and sinks;
- descaling shower heads; n fitting wastes and pipework for washing machines and dishwashers and vents for tumble driers;
- replacing clothes lines and posts (except in communal areas);
- maintaining general garden paths (not the main one that leads to their front or back door) and any other garden features;
- keeping gully grids clear of leaves and rubbish; and
- getting chimneys swept if used for open fires.”

Damage by Tenants / Leaseholders / Shared owners, visitors and family members.

This will be deemed to be damage by the Tenant / Leaseholder / Shared Owner and they will need to replace or repair at their own expense or will accept the Rechargeable Account raised by Gloucester City Homes and agree to clear the account in an acceptable manner. It will be the responsibility of the Tenant / Leaseholder / Shared Owner to pursue the money to offset the debt from any third parties who were directly responsible for the damage in the first instance e.g. family or visitors.

For further information see the Rechargeable Repairs Policy.