



INNISFREE HOUSING ASSOCIATION

August 2024

Responsive Repairs Policy

RESPONSIVE REPAIRS POLICY

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1. INTRODUCTION

- 1.1 Innisfree Housing Association (Innisfree) is committed to providing good quality homes and maintaining our stock in good repair. We operate a responsive repairs service and a planned maintenance programme, allowing for the replacement of building components, fixtures, and fittings as they reach the end of their economic life.
- 1.2 This Policy sets out Innisfree's approach to responsive repairs within our residents' homes and communal areas, including the right to repair. It aims to outline the principles of our repairs service for our staff, contractors, and residents.
- 1.3 This Policy applies to all Innisfree homes and communal areas where we have a responsibility for repairs under statute, regulation, or contractual obligations (Tenancy and Lease Agreements). If there is any variance between this Policy and individual Tenancy Agreements or Leasehold Agreements, the lease or tenancy will take precedence.
- 1.4 It covers all responsive repairs, including general build, mechanical and electrical, communal heating, lighting, fire related works, door entry systems, and lifts. The service of domestic boilers, as well as other statutory compliance, cyclical, voids, and planned maintenance are not covered in this policy.
- 1.5 Innisfree is committed to ensuring that repairs are carried out efficiently, effectively, and in a timely manner, with minimal disruption to our residents' daily lives. We strive to deliver a high-quality service that meets the needs and expectations of our residents, ensuring their homes are safe, comfortable, and well-maintained.

2. RELEVANT LEGISLATION AND REGULATION

- 2.1 We make sure that our homes comply with the Decent Homes Standard (as a minimum). We ensure our homes have modern facilities, are in a reasonable state of repair and warm and weatherproof. All Innisfree programmes of planned and cyclical maintenance, including our stock condition survey as well as the retrofit programme seek to replace and/or improve components and/or services to ensure properties continue to meet the Decent Homes Standard when we undertake responsive repairs on them. The standard does not apply to leasehold and shared ownership properties.

2.2 The Housing Health and Safety Rating System (HHSRS) is an important part of the regulatory framework governing our responsive repairs service. Where a hazard or any risk associated with the HHSRS assessment system is highlighted by staff, contractors or third-party agencies, we will address any works needed as part of the responsive repairs service.

2.3 Homes (Fitness for Human Habitation) Act 2018 and Letting Standards.

We are required to ensure that our properties, including where we are responsible for any common parts of the building, are fit for human habitation at the beginning of the tenancy and throughout. We refer to the Innisfree lettings standard that clarifies our approach to ensure a positive impact on resident satisfaction and the quality of our homes.

2.4 Other relevant legislation includes:

- Occupiers Liability Act 1957, as amended in 1984
- Defective Premises Act 1972, as amended by the Building Safety Act 2022
- Housing Act 1985, 1988, 1996 and 2004
- Landlord & Tenant Act 1985 (Section 11)
- Environmental Protection Act 1990
- Electrical Equipment (Safety) Regulations 1994, and 2016
- Gas Safety (Installations and Use) Regulations 1998, as amended in 2018
- Decent Homes Standard 2006
- Regulator of Social Housing's regulatory framework 2015
- Homes (Fitness for Human Habitation) Act 2018
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- Fire Safety Act 2021
- Fire Safety (England) Regulations 2022
- Equality Act 2010
- Pre-Action Protocol for Housing Condition Claims (England)

3. DEFINITIONS

- 3.1 **Responsive Repair:** A maintenance activity where we restore something damaged, faulty, or worn to a good condition in response to a report. This type of repair is also known as emergency, urgent or non-urgent repairs.
- 3.2 **Planned Maintenance:** A maintenance activity that has been planned, typically as part of an annual programme to maintain the structure or safety of a building and/or to replace a major component such as a kitchen, bathroom, or roof.
- 3.3 **Rechargeable Repair:** Any work order identified as a resident's responsibility, or that Innisfree are not responsible for.
- 3.4 **Service Provider/Contractor:** Individuals or companies who carry out repairs on our behalf.

4. OUR COMMITMENT TO RESPONSIVE REPAIRS

- 4.1 Our aim is to provide an excellent service that meets regulatory standards, is responsive to residents' needs, achieves high levels of satisfaction, delivers value for money, and operates at an affordable cost.
- 4.2 An effective repairs policy requires a partnership between residents and landlord. Residents have an obligation within their tenancy agreement to report essential repairs to Innisfree, as stated in the tenancy agreement.
- 4.3 When we carry out a repair for which we would not normally be liable and for which the resident will be charged, we adhere to the same service standards as for any repair for which we are responsible.
- 4.4 We only employ and contract with individuals who take pride in their work and are suitably qualified and experienced. All workers follow the appropriate Contractor's Code of Conduct.
- 4.5 We treat residents and their homes with courtesy and respect at all times. We ensure no damage is caused to residents' belongings during repairs and leave properties and communal areas clean and tidy upon completion of work.

5. OUR APPROACH

- 5.1 Innisfree is responsible for most repairs to the exterior of our properties, the main structure, communal areas, and standard fittings such as kitchens, bathrooms, and heating systems. Our approach to repairs takes the following into account:
- **Safety:** Ensuring that residents' homes are safe.
 - **Respect:** Respecting residents' homes and leaving them in good condition.
 - **Value for Money:** Providing value for money in our repairs and maintenance services.
 - **Feedback:** Listening to residents and using their feedback to continually review and improve our services.
 - **Informed Investment:** Using information gathered from repairs to inform our investment decisions, such as in our planned maintenance programmes.
 - **Compliance:** Adhering to all relevant statutes, regulations, and contractual obligations in our responsive repairs service.
 - **Accessibility:** Providing multiple channels for residents to report repairs, including an out-of-hours service for emergency repairs.
- 5.2 By adhering to these principles, we aim to maintain high standards of service and foster a positive relationship with our residents, ensuring their homes are well-maintained and safe.

6. RESIDENT REPAIR RESPONSIBILITIES

- 6.1 Innisfree tenants in general needs and sheltered accommodation are responsible for carrying out the following themselves:
- Repairs to any damage caused by accident, misuse or neglect, including any damage caused by visitors to the property
 - Repairs to any floor coverings not installed by Innisfree
 - Any plumbing, electrical and other works not installed by Innisfree

- Installation of gas cooker

6.2 General needs and sheltered tenants are also responsible for works such as those listed below, including other minor jobs required to use the property in a “tenant like” manner:

- Internal decoration including filling small surface cracks
- Repair/replacement of sanitary-ware plugs and chains
- Replacement of toilet seat
- Replacing light bulbs, fluorescent starters and resetting trip switches
- Internal doors, handles and latches including stopping inside doors from sticking or scraping and fitting or replacing draught excluders
- Taking action to prevent and control condensation
- Replacing keys and locks as a result of loss or damage
- Getting any spare keys cut for your locks
- Fitting extra locks and door chains
- Fitting waste pipes and supply valves to washing machines and dishwashers (that carry water to and from the machine)
- Repair/replacement of wall tiles unless fitted by Innisfree
- Bleeding radiators (letting air out of the valves)
- The repair/replacement of kitchen cabinet doors, handles and hinges
- Repair/replacement of external door furniture not fitted by Innisfree
- The repair and replacement of garden gates and gate furniture, fences, paths, sheds unless leading to the front of the property or adjacent to a public highway or designated play area
- Replacing clothes posts, clothes lines or rotary driers, unless shared with other people

6.3 Tenants are responsible for any repairs arising from abuse or misuse of the property, by any household member or visitor to the property.

6.4 In special circumstances we may have agreed with a tenant that we will make a “gift” of improvements or items left by a previous tenant, which we would not normally supply or maintain. In these circumstances it will be the new tenant’s responsibility to maintain the item. Should it require replacement and be a fitting for which the landlord would normally be responsible, we will replace with our standard fitting or item; not that previously “gifted”.

- 6.5 Tenants are responsible for maintaining any installations fitted by tenants e.g. kitchens, bathrooms, light fittings, flooring. Innisfree will not repair or maintain any unauthorised adaptations e.g. removal of walls, installation of partitions, structural alterations e.g. arched doorways. Tenants are responsible for reinstating any such alterations back to the original position.
- 6.6 If required, we will ask the resident to lift any fitted carpets, laminate flooring or similar floor coverings and move furniture to allow access to undertake works and will advise residents of this in advance where we can reasonably foresee that it might be necessary. The resident is then responsible for refitting it and any costs incurred.

7. LEASEHOLDER AND SHARED OWNER REPAIR RESPONSIBILITIES

- 7.1 We will undertake repairs to leaseholders' properties where there is a contractual or other legal obligation that we must, for example, where Innisfree is responsible for maintaining the structure, common parts, and supply of services to each flat.
- 7.2 The leaseholder is responsible for all repairs to internal building components (including kitchens) and all services inside the property including pipework and stop valve.
- 7.3 Leaseholders are required to pay a proportion of the full cost of repairs and maintenance to the structure and exterior of the block and the common parts as set out in their lease.

8. INNISFREE REPAIR RESPONSIBILITIES

- 8.1 Innisfree are responsible for repairing and maintaining common areas where we are the freeholder. We also maintain and repair tenants' homes. Tenants have a responsibility to look after their homes, report repairs, and provide access for repairs to be carried out. Our tenancy agreements outline the specific repair and maintenance responsibilities of both landlord and tenants.
- 8.2 Shared Owners and Leaseholders are typically responsible for all repairs within their homes, while we are responsible for communal areas and repairs resulting from our actions or inaction. However, specific lease agreements may detail different responsibilities, and we always follow the lease in determining responsibilities.

- 8.3 Utility suppliers are responsible for repairs up to and including the relevant meter (e.g., gas, electric, and water).
- 8.4 We ask tenants to notify us of any repairs that are our responsibility within their homes as soon as reasonably practicable. While we conduct regular inspections of communal areas, we also ask tenants to report any needed works in these areas.

9. HOW TO REPORT A REPAIR

- 9.1 Residents can report repairs during office hours in the following ways:
- **By Phone:** Call 0207 625 1818 and follow the options provided to reach the appropriate department.
 - **By Email:** Email your repair request to maintenance@innisfree.org.uk. Please include your name, address, contact details, and a detailed description of the repair needed.
- 9.2 For emergencies that occur outside of office hours, call 0207 625 1818 and follow the options to reach the emergency service. Our emergency operatives will make the area safe and arrange for Innisfree to carry out any necessary repairs when our offices reopen.

10. REPAIR TIMESCALES

- 10.1 We will respond differently depending on the urgency of the repair. Our response times fall into the following categories:
- 10.2 **Emergency Repairs**
- 10.2.1 These are repairs which affect the health and safety of the householder or basic security of the property.
- 10.2.2 We aim to attend emergency repairs within 24 hours to make sure your health and safety is not at risk or to avoid damage to the building structure, any follow-on works will be attended to within our repair timescales.

10.2.3 Examples of Emergency Repairs include the following:

- Total loss of electrical power
- Total loss of water supply
- Total loss of gas supply
- Gas leak
- Loss of electrical power to lights or sockets
- Unsafe light fitting or electrical sockets or fittings
- Total loss of water heating
- No heating in the winter months from 1 November to 30 April inclusive
- Blocked or leaking foul drain or soil stack
- Blocked or leaking toilet pan (where there is no other working toilet in the premises)
- A tap that cannot be turned off or isolated
- Leaking roof
- Insecure external window, door or lock
- Burst pipe
- Fire alarm activation
- Lift failure
- Insecure window (at ground floor level)
- No lighting in communal /shared areas
- Serious leaks that cannot be contained (water tank, pipe or cistern)
- Serious damage by fire flood or storms

- Removal of obscene or racist graffiti
- Door entry failure (where there is no other means of access to the building)

10.3 Urgent Repairs

10.3.1 These are repairs which are not classified as an emergency, but which result in the loss of a basic facility or where further damage will occur if the problem is not dealt with.

10.3.2 We aim to attend and complete urgent repairs within seven calendar days of the repair being reported.

10.3.3 Examples of urgent repairs include the following:

- Toilet not flushing (where no other working toilet in the house)
- Blocked sink, bath or basin (only if you are unable to clear this yourself)
- Taps which cannot be turned on
- Running overflows
- Stopcock problems
- Door entry phone not working
- Electrical extractor fan in internal kitchen or bathroom not working
- Insecure window (above ground floor)

10.4 **Non-Urgent Repairs**

10.4.1 These are repairs that can wait without causing major inconvenience to you.

10.4.2 We aim to attend and complete non-urgent repairs within 28 calendar days of the repair being reported.

10.4.3 Examples of non-urgent repairs include the following:

- Repairs to/easing of windows, internal doors (including cupboard doors) which do not close properly but are not a security risk
- Repairs to sanitary goods
- Minor leaks (which can be contained)
- Repairs to letter boxes
- Re-glazing (where there is no risk to security)
- Dripping taps
- Repairs to kitchen units, worktops or drawers.
- Defective guttering
- External repairs to fencing, gates, paths, manhole covers brickwork or roofing (where there are no structural or health and safety issues)
- Non-urgent electrical work (loss of a single light or socket)
- Appearance of cracks
- Graffiti removal (unless obscene or racist)

- 10.5 Certain works which require items to be manufactured like doors and windows may take longer to complete and other factors like the requirement to erect scaffolding can add unavoidable delay. Tenants will be informed if this is the case.
- 10.6 There will be some situations where works identified as a result of a responsive repair request are extensive and it is not appropriate to undertake the complete works as an unplanned responsive repair. Where such repairs are due to be covered by an imminent cyclical or planned maintenance programme, the resident will be informed of this, and the repair postponed until that date.
- 10.7 However, where repairs are considered urgent because they pose a significant risk to occupants, or where vulnerable residents are involved, it may be necessary to consider bringing the works forward. This decision will be taken by the Senior Management Team.

11. WHAT TO EXPECT

- 11.1 Innisfree and our contractors will always provide reasonable notice when it is necessary to enter a resident's home for inspections or to carry out work, either in the resident's home or, where reasonable, a neighbouring property. Appointments will be arranged to suit the resident's availability, and the contractor will contact the resident directly to schedule a suitable time.
- 11.2 Innisfree requires our contractors to behave appropriately while in a resident's home, showing respect for both the resident and their belongings. Contractors are also required to leave the repair site in a tidy, safe, and secure manner. Our contractors adhere to an agreed Contractors Code of Conduct.
- 11.3 Residents are asked to remove, and put back after works are complete, all personal belongings or fittings that might obstruct or hinder the work. This includes items such as laminated flooring or carpets if they are owned by the resident. If assistance is needed to move personal belongings and furniture, Innisfree may be able to help. However, we are not liable for any damage or issues that may arise from this assistance.
- 11.4 In rare scenarios, we may need to force entry into a resident's home to carry out an emergency repair or inspection. This will only occur after extensive efforts to contact the resident have been made and when the issue poses a serious risk of damage or danger to health or life. In these instances, we will provide at least 24 hours' notice, secure the resident's home immediately, and arrange to repair any damage caused by entering the home in such a manner.

12. MISSED APPOINTMENTS

- 12.1 Missed appointments cost time and money. Innisfree will take all reasonable steps to minimise missed appointments and keep residents informed throughout the repairs process.
- 12.2 Appointments missed by our contractors will be closely monitored and reported as part of our performance monitoring process.
- 12.3 If a tenant misses an appointment, it will be rearranged. If a tenant misses a second appointment, the repair request will be cancelled, except where health and safety issues are involved. If a tenant misses any appointment, Innisfree reserves the right to recharge the cost of the missed appointment to the tenant.

13. ACCESS

- 13.1 Where tenants refuse access for an essential repair we will use appropriate legal methods to ensure the completion of all necessary work.
- 13.2 Where there is a leak causing damage or other emergency and access cannot be gained, the emergency access procedure is employed. The Housing Officer and contractor will gain access, make safe or isolate the cause, and secure the property. This applies to tenants, shared owners, and leaseholders alike and may result in charges being applied and an invoice issued.

14. RECHARGEABLE REPAIRS

- 14.1 A rechargeable repair refers to any repair work that Innisfree carries out to maintain the condition of a property that is not the legal responsibility of Innisfree. These repairs typically arise from damage, neglect, abuse, or misuse of property, fixtures, and fittings by a resident, a member of their household, or visitors to their property. Residents are encouraged to refer to Innisfree's Rechargeable Repair Policy for further information on what constitutes a rechargeable repair and the procedures involved.

15. NEW BUILD PROPERTIES

- 15.1 Innisfree may acquire homes through the provision of new properties. In most cases, these new properties are covered by a standard developer's defects liability period, which normally starts from the date of completion.
- 15.2 Typically, the defects' liability period is 6-12 months for building repairs (including electrical or mechanical works), or 24 months for some special components.
- 15.3 Repairs for new properties are reported in the normal manner and Innisfree's Maintenance Team will determine whether they fall within the defect liability period and are to be addressed by the developer, or whether they are progressed in the normal way.
- 15.4 Some defects occur after the defect liability period, but may still be deemed to be design, product failure or workmanship faults. Innisfree will determine whether these should be pursued as a latent defect via the original developer or to exercise warranties offered by the NHBC (National House Building Council). We will mitigate the impact on the customer whilst establishing liability and seeking to recover from the relevant party.

16. PEST CONTROL

- 16.1 Tenants have a responsibility to deal with pests in their own properties, in accordance with their tenancy agreement. Tenants can report pest issues to their local authority's Pest Control Team, who will provide advice and support accordingly.
- 16.2 Tenants must not engage in activities that encourage insects, pests, or vermin in their homes or communal areas. This includes, but is not limited to, the bulk storage of foodstuffs, leaving scraps of food out, or feeding pigeons.
- 16.3 Tenants must inform Innisfree as soon as they become aware of any infestation in their home or communal area by insects, pests, or vermin such as ants, cockroaches, mice, or pigeons. Tenants must also allow access for any professional treatment to eradicate these pests from their home or block.
- 16.4 While tenants are responsible for pest control within their homes, Innisfree will support residents by taking measures to prevent pest entry, such as blocking access holes and addressing structural issues that may allow pests to enter.

17. DISREPAIR

- 17.1 Disrepair Claims will be dealt with in accordance with the Disrepair Protocol, known as the Pre-Action Protocol for Housing Conditions Claims (England). All cases in which a solicitor or private individual contacts Innisfree will be pursued in line with the Pre-Action Protocol.

18. INSURANCE

- 18.1 Claims for damage to tenants' or third parties' possessions will be considered only if Innisfree could have reasonably anticipated the need for repair and failed to act, or if there is clear legal liability.
- 18.2 In all other cases, tenants should make a claim through their own home contents insurance. Innisfree strongly encourages all tenants to obtain home contents insurance to cover potential damage and other related issues.
- 18.3 Leaseholders and shared owners should first contact their own insurance provider to address the issue.

19. COMPLAINTS

- 19.1 If a tenant feels dissatisfied with a repair made, a decision made not to make a repair, or a decision made to recharge a tenant, they have the option to submit a complaint through Innisfree's Complaints Policy, by writing to complaints@innisfree.org.uk or by calling 0207 625 1818.

20. MONITORING AND MEASURING RESIDENT SATISFACTION

- 20.1 Innisfree records and monitors a range of performance indicators to assess and improve the performance of the repairs service.
- 20.2 To ensure high standards, a percentage of residents who have had a repair completed, each month, will be contacted by an independent organisation to carry out a customer satisfaction survey. The levels of satisfaction will be measured and analysed to inform service improvements.

- 20.3 Innisfree aims to carry out post-inspections of 10 percent of qualifying jobs as part of a focused post-inspection programme. This proportion will be adjusted based on category and inspection results, which will be measured and analysed.
- 20.4 We involve Involved Residents in monitoring the performance of the repairs service, ensuring that residents' voices are integral to our continuous improvement efforts.

21. DATA SHARING

- 21.1 All information will be stored in our Housing Management systems. All case notes, case files, and personal information will be kept confidential in line with the Data Protection Act 2018. We will adhere to the Data Protection Act and comply with General Data Protection Regulation for Sharing Personal Information to ensure that we maintain confidentiality of all parties.
- 21.2 We will share information with third parties where we have an information sharing protocol in place, if there are safeguarding concerns, or we have a duty to do so for the purpose of crime prevention under the provisions of the Crime and Disorder Act 1998, and the provisions of the Data Protection Act 2018 (and any other relevant legislation) justify it.

22. EQUALITY, DIVERSITY, AND INCLUSION

- 22.1 We are committed to embedding the Equality Act 2010 into our Policies and Procedures. As part of this commitment, staff should facilitate reasonable adjustments and adapt our standard policies and procedures wherever possible, to ensure every individual can access our services.
- 22.2 To make an adjustment means to change work practices to avoid or correct the disadvantage to a person with a disability. This may include:
- Allowing more time than we would usually for someone to provide information that we needed.
 - Providing specialist equipment or additional support such as a sign language interpreter.

23. CONSULTATION AND REVIEWING THIS POLICY

- 23.1 Innisfree will consult with residents on this policy via our website and newsletter.
- 23.2 The policy will be reviewed every 3 years, or with any changes to regulation or legislation.



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