



THE ROYAL BOROUGH OF  
**KENSINGTON  
AND CHELSEA**

Housing Management  
**Repairs Policy**  
2019 - 2022

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## **2 Introduction**

The Royal Borough of Kensington and Chelsea (the Council or RBKC) has a duty as a landlord to repair and maintain its properties. The Council is committed to providing safe, sound and comfortable homes which function and meet or exceed health and safety requirements and to delivering a high quality, responsive repairs service that provides value for money.

## **3 Related Documents**

Repairs Procedure (RBKC)  
Repairs Handbook (RBKC)  
Tenancy Agreement (RBKC)  
Tenants' Handbook (RBKC)  
Capital Programme [of Works] 2017/18 - 2019/20 (RBKC)  
Lease Agreement (RBKC)  
License Agreements (RBKC)

## **4 Legal Context**

Landlord and Tenant Act 1985  
Housing Act 2004  
Defective Premises Act 1972  
The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

## **5 Policy Statement**

- 5.1 The Council will carry out proactive maintenance through a published program of planned maintenance works and complete responsive repairs when required.
- 5.2 The Council's Housing Department will work closely with the Council's Corporate Property Team where required, particularly where a holistic approach is needed and the Council is the landlord of the building.
- 5.3 This is a council Housing Department policy and applies to the interior, exterior and communal areas of the Council's general needs housing stock and sheltered accommodation. This policy will also be applied by any successive managing agents.

## 6 Repair Responsibilities

6.1 Repair obligations and responsibilities are outlined in tenancy, lease and license agreements. Tenants are responsible for keeping their home in good order and informing the Council when issues arise which may require a repair.

6.2 Although the Council is responsible for carrying out the majority of repairs to a property, there are certain repairs which tenants are responsible for. The table below gives an indication of the responsibilities of both the Council and the tenant. A more extensive list of repairs and responsibilities can be found in the Repairs Handbook.

Repair/Issue	Responsibility	
Gas, electricity and water supply to the property, and inside the property where this is not the responsibility of the utility supplier	✓	
The structure of the property including the roof, outside walls, doors and windows, gutters, down pipes and drains	✓	
Communal fences, depending on the ownership of the adjacent property	✓	
Outbuildings, sheds and coal bunkers, where originally put up by the Council or the ex KCTMO	✓	
Existing central heating, water heaters and fires (where provided by the Council)	✓	
Internal walls, floors (not floor coverings) and ceilings	✓	
Replacement of sanitary fittings like toilet seats, plugs and chains to baths, basins and sinks.		✓
window catches, sash cords and window frames	✓	
chimney stacks and flues	✓	
Communal areas including lifts, pathways, stairs and play areas	✓	
kitchen units, air vents and extractor fans (where provided by the Council)	✓	
Fitting or replacing, latches, chains, bells, spy holes or extra locks.		✓
Clearing minor blockages to drains or waste pipes caused by disposal of unsuitable matter like cooking fat, and sanitary items		✓
Internal decoration of property		✓

## 7 Types of Repair

### 7.1 Responsive Repairs

These are remedial works to broken, damaged or defective parts of the fabric of the building or the external area and include work to plumbing, electrical systems, heating and lighting. Where a 'make safe'<sup>1</sup> repair is necessary, the Council will attend promptly and carry out a remedial repair. Responsive repairs are reactive in nature with the council being notified by a resident, councillor, member of staff or contractor.

### 7.2 Planned Maintenance

This is the upkeep of housing stock and follows a program of work. Cyclical works<sup>2</sup>, planned bathroom and kitchen replacement and gutter clearance programs are all examples of proactive planned maintenance. The purpose of undertaking planned maintenance is to keep buildings in good order by maintaining plumbing and electrical systems, lifts and so on: this reduces the number of breakdowns and the need for responsive repairs. The Council sends building surveys and other building related information to residents as necessary.

### 7.3 Adaptations

The Council facilitates independent living by carrying out alterations when required, to meet the needs of residents who may be infirm or have a disability. Changes to the structure, fixtures or fittings, are often recommended by an Occupational Therapist following a health assessment. Examples of adaptations are the replacement of a traditional bathroom with a wet room and the installation of ramps and lever taps. Once a property has been adapted, the Council continues to be responsible for the ongoing maintenance and repair of the property and any adaptations.

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<sup>1</sup> Work(s) necessary to prevent further damage to a property or danger to a resident e.g. the boarding up of a window.

<sup>2</sup> Programmes of work which are repeated at regular intervals, e.g. painting the exterior of a block

## 8 Reporting a Repair

The Council offers a range of methods for residents to report repairs and aims to arrange an appointment at first contact with the resident. Residents can report a repair by telephone, online or by email, or in person at one of two neighbourhood offices.

- 8.1 On first contact, a resident will be given an appointment slot and a completion date. The Council can send a text messages and/or email to confirm the appointment details.
- 8.2 For more complex or specialist repairs, a surveyor may need to visit the property in order to develop a specification for the Council or its contractor(s). The Council will provide updates to the tenant, including survey reports.
- 8.3 The Council will establish the type of repair that needs to be carried out, take into account any health and safety issues as well as the personal circumstances of the resident(s) affected. The Council will also consider the inconvenience that is likely to be caused to the resident(s) and the potential for further damage to the property.
- 8.4 The Council will fulfil its duty to inspect estates on a periodic basis, inviting residents to participate in the process.

## 9 Repair Categories and Response Times

- 9.1 The Council has pre-assigned categories for prioritising repairs. The response time for each category is determined by the severity of the problem and the likely impact and risk to the resident.

Repair Priority	Example	Response Time (working days)
Critical	Where there is a serious safety hazard, the immediate risk of more extensive damage to a property or the potential to cause injury.	Within 4 hours
Emergency	Burst pipes, no power to property, broken window requiring boarding up, insecure front door, loss of drinking water.	Within 24 hours
Urgent	Minor leak that can be contained, faulty extractor fan in kitchen or bathroom (if no window in room), faulty shower.	Within 5 days
Routine	Renewing tiles, sealant to bathtubs and sinks, repairs to plaster, toilet not flushing (when there is another working toilet in the property).	Within 20 days
Planned	Replacement of kitchen units, bath tubs, sinks and wash hand basins. Roof repairs requiring scaffolding.	Within 90 days

## 10 Out of Hours Emergency Repairs

- 10.1 Outside working hours, the Council provides an 'Out of Hours' repairs service. Residents can report emergency repairs 24 hours a day, every day of the year including bank holidays and weekends.
- 10.2 Only issues which cannot wait until the following working day to be resolved, will be dealt with by the out of hours emergency repairs service: that is issues which present a serious risk to resident safety or to the property itself.
- 10.3 Serious leaks and burst pipes, unsafe wiring, unsecured doors or windows will be attended to in under 4 hours. In all cases the primary objective is to 'make safe' therefore it may be necessary for a follow-up visit to complete the repair fully.

## 11 Appointments

Appointments for routine repairs are offered in set timeslots on Monday to Friday or on Saturday morning.

- 11.1 The timeslots are split into a number of bands:

<b>BAND</b>	<b>Timeslot</b>
am	08:00 – 13:00
Mid-Morning	10:00 – 14:00
pm	13:00 – 17:00
Saturday	09:00 – 13:00

- 11.2 Tenants who require a more specific timeslot can inform the officer when reporting the repair and every attempt will be made to accommodate them. Tenants who having made an appointment, find that they need to cancel it, can call the repairs line and a Customer Service Advisor will change the appointment to another time.
- 11.3 If the Council has missed an appointment or a repair has not been dealt with in the specified time, a tenant may be eligible for compensation (see RBKC Compensation & Redress Policy). To qualify, the tenant must have kept the appointment and given the contractor the opportunity to carry out the work. This compensation will usually only apply to appointments missed for repairs inside the property.

## 12 Access to Property

There may be times when it is essential for the Council to enter a resident's home in order to carry out an inspection or a repair. The Council will give at least 24 hours' notice, except in the case of emergency.

- 12.1 It is a condition of the Tenancy Agreement that a tenant grant the Council, or agents acting on the Council's behalf, access to their home when required. The Council will make every effort to avoid entering a resident's home to carry out communal repairs but there may be occasions when this is necessary. The Council will take legal action to enforce the right to access, as a last resort.
- 12.2 The Council will advise tenants in advance, if any furniture needs to be moved or any floor covering needs to be taken up. If a tenant will have difficulty making these adjustments, we will help.
- 12.3 A responsible adult (over 18 years old) must be in the home while a repair is being carried out.
- 12.4 Tenants should make sure that, members of their household, including pets, are kept away from the area where the operative(s) or contractor(s) is/are working. We ask tenants not to smoke in the operative's area of work.
- 13 Chargeable Repairs**
- 13.1 There are times when the Council will undertake repairs to damage that has resulted from the neglect of, or vandalism by, a resident or a member of their household. These repairs will be charged to the tenant or the household that caused the damage.
- 13.2 The Council will carry out these repairs but may ask for either payment in advance (or the work may not be done) or seek payment retrospectively.
- 13.3 The Council will charge for the cost of repair for one or more of the following reasons:
- The damage or fault is caused by the action (or inaction) of the tenant, the tenant's relatives or guests.
  - The damage or fault is caused by work undertaken by the tenant or by others on the tenant's behalf.
  - It is the tenant's responsibility to carry out the repair in accordance with their Tenancy Agreement.
- 13.4 The Council will make strident efforts to pursue residents for the cost of repairs resulting from either their actions or the actions of their guests, children or pets. We will make a decision on a case by case basis to pursue a recharge taking individual circumstances into account and apply sensitivity.
- 13.5 In certain situations, the tenant may be charged for forced entry to their home if access to their home is not provided when required, for the annual gas safety check for example.
- 13.6 The Council will pursue the resident of a neighbouring property for the cost of repair, where a council property has been damaged as a result of the action or inaction of the neighbouring resident.

## **14 Home Improvements**

Tenants who would like to make improvements or alterations to their home, must obtain permission in writing from the neighbourhood office before work begins. Permission will not be refused unreasonably, although conditions may be applied. If uncertain about permitted home improvements, tenants should contact the Council.

### **14.1 Fitting Wood or Laminate Flooring**

A resident must have written permission from the Council before replacing fitted carpet with wood or laminate flooring. If this type of flooring is installed and it results in complaints from neighbours about noise, tenants may be required to remove the flooring and replace it with the original floor covering at their own expense.

### **14.2 TV Aerials and Satellite Dishes**

The Council does not generally permit individual residents to fit TV aerials and satellite dishes to their home. If a tenant believes that they have a particular need for such a device, they should contact their Neighbourhood Officer.

The removal of redundant TV aerials will be included in planned maintenance programmes.

## **15 Code of Conduct**

15.1 Residents can expect a certain standard from operatives who visit their home to carry out a repair. This standard is set out in the Code of Conduct which the Council's Repairs Service and contractors adhere to:

- When we arrive, we will explain what we will be doing and how long it will take to complete
- If we are running late, we will phone ahead and let the resident know
- We will honour appointments made with residents
- We will introduce ourselves and present our ID badge
- We will be polite and treat everyone with respect
- We understand that some residents are vulnerable and we will act accordingly
- We will never work in a property with a minor unless a parent/guardian is present
- We will make sure that all residents receive an equal level of service regardless of their circumstances
- While working, we will be considerate to neighbours and other building users
- We will give residents as much notice as possible if work will be delayed or has been cancelled
- We will minimise disruption and mess in residents' homes and keep our working area clear and free from obstructions
- We will work carefully around residents' possessions and property, use temporary covers when necessary and treat residents' home as if they were our own.

- We will keep the property we are working in secure at all times.
- We will keep materials and equipment safe and tidy to avoid danger to others.
- We will not disconnect or reconnect any services or utilities unless we are trained and authorised to do so.
- We will clear all our rubbish away and clean up before we leave.
- If the work is not finished during the first visit, we will tell the resident what the next steps are and how long we think it will take to complete the work.

We will not:

- Use foul, abusive or offensive language
- Smoke in a resident's home or garden
- Play music
- Use personal mobile phones
- Work under the influence of alcohol or drugs
- Use the resident's facilities such as a toilet (unless the resident gives us permission), telephone, broom, tea making facilities or vacuum
- Engage in any sort of harassment
- Smoke in our vehicles
- Use a mobile phone while driving
- Promise to arrange additional work, for example a kitchen or bathroom replacement, if we are not authorised to do so.

## 16 Handyperson Service

Tenants are responsible for keeping their homes in good order and are also responsible for carrying out certain works to their homes themselves. However, there are times when some tenants will struggle to carry out these works. If a tenant is unable to do the work themselves, because they are elderly or disabled for example and they do not know anyone who can help them, the Council can carry the work out for them. The Handyperson Service does not replace the Council's repair obligations.

16.1 Tenants in sheltered housing accommodation should speak to the manager of the scheme where they live, who will be able to provide further information about the handyperson service.

16.2 To qualify for the handyperson service a tenant will either:

- have a disability or severe health problem which prevents them from carrying out the repair or work, or
- be a single parent with a disabled child or
- be 65 years and over.

The Handyperson can undertake:

16.3 Basic carpentry, plumbing and electrical work:

- Fix a doorbell
- Fit a new plug
- Hang and adjust a door
- Put up shelves and hooks
- Put up curtain rails
- Unblock sinks
- Replace washers

16.4 Home Security Measures:

- Install spy-holes and door chains
- Fit locks and key safes

16.5 Small home energy efficiency measures:

- Install low energy light bulbs
- Draught proof windows and doors

16.6 General home safety and fall prevention work

- Secure rugs, carpets and trailing cables
- Carry out minor adaptations such as the installation of child safety gates

16.7 Tasks the Handyperson service cannot undertake:

- Roof repairs
- Gardening
- Internal decoration
- Major electrical and gas works

16.8 Eligible residents can use the handyperson service for up to 4 visits per year at a subsidised rate. This charge is for labour only. Full details about the service can be found on the Council's website.

16.9 For those in receipt of Personal Independence Payment (PIP), Disability Living Allowance (DLA) or a means tested benefit like Jobseekers' Allowance (JSA), Universal Credit, Council Tax or Housing Benefit, the cost of labour is free.

16.10 Residents are required to either supply or pay for the materials required for the task. If a resident is unable to shop for the items themselves, the handy person may be able to purchase items for them, but the time spent shopping will be included in the time spent on the task.

16.11 Some adaptations, such as the installation of small grab rails or lever taps, may be available free of charge. Residents who have a disability and need extra facilities or adaptations to their home may be eligible for a Disabled Facilities Grant. Residents who find it difficult to manage at home should contact the Council's Social Services Department, who can arrange an Occupational Therapist assessment and provide specialist support and advice about the grants available to pay for and carry out adaptations.

## **17 General Repairs Information**

17.1 The Council is aware that we serve a diverse community and understands the importance of being responsive to the needs of all our customers, particularly vulnerable customers. Therefore, if a tenant or member of their household has a disability, is elderly or has a live-in carer, they should contact the Council to discuss ways for us to provide them with a more flexible, responsive repairs service.

17.2 If a resident is vulnerable and would benefit from our help, we will either assist the resident, or put them in touch with volunteer organisations that can provide support.

17.3 The Council insures the buildings which residents live in but does not insure the contents of their home. We advise all residents to take out home contents insurance.

## **18 Resident Involvement and Consultation**

18.1 The Council is committed to ongoing engagement with residents with the repairs service as we know how important the service is. We will continue to hold a 'Repairs Panel' to monitor and develop the repairs service. Additionally, we will attend local resident meetings when required, to discuss repair and maintenance matters.

18.2 In developing this policy, residents have been consulted on its contents through a formal engagement group, the Repairs Task and Finish Group, and feedback has been incorporated where appropriate

## **19 Equality and Diversity Statement**

- 19.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.
- 19.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.
- 19.3 The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminate discrimination, harassment, victimisation and advance equality of opportunity and foster good relations between people with differing characteristics.
- 19.4 Further detail on the duty, and the Council's approach to fulfilling its requirements, can be found at [www.rbkc.gov.uk](http://www.rbkc.gov.uk).

## **20 GDPR and the Data Protection Act 2018**

As a directorate of the Council, Housing Management shares the commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- Relevant and limited to whatever the requirements are for which the data is processed
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- Stored for as long as required, as specified within the Council's Records Retention policy
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

For further information about the Council's commitment to General Data Protection Regulations (GDPR), please see the Council's website at [www.rbkc.gov.uk](http://www.rbkc.gov.uk).

**21 Monitoring, Review and Accountability**

This policy will be reviewed every three years or sooner to incorporate legislative and/or regulatory amendments and best practice developments.