



**CITY OF YORK COUNCIL**

# **Responsive Repairs Policy for tenants of Council Properties**

1. Introduction.....	3
2. Aims and Objectives .....	3
3. Reporting Repairs .....	4
4. Repair Priorities.....	5
5. Repair Appointments.....	6
6. Out of Hours Emergency Repairs Service .....	7
7. Responsibility for Repairs.....	7
8. Service Quality .....	8
9. Rechargeable Repairs.....	8
10. Adaptations .....	9
11. Gaining Access.....	9
12. Personal Items.....	10
13. Decoration Packs.....	10
14. Complaints .....	10
15. Alteration / permissions .....	11
16. Insurance.....	11
17. Vulnerable Tenants .....	12
18. Frequent users of the repairs service .....	12
19. Right to Buy.....	12
20. Right to Repair .....	13
21. Mutual Exchanges.....	13
22. Vacant Properties.....	14
23. Fencing .....	14
24. Replacement of Focal Point Fires.....	15

## 1. Introduction

This Policy covers the responsive repairs service provided by City of York Council to the tenants of our domestic properties. In this document “tenant” means someone who occupies under a tenancy but not anyone who occupies under a Right to Buy/125 year lease of a flat. (A separate policy covers the respective roles and responsibilities of the Council and long leaseholder of Council flats where the resident occupies under a lease acquired following the exercise of the Right to Buy. That is because the respective repairing responsibilities of the Council and an RTB flat leaseholder are substantially different to where the resident occupies under a secure tenancy).

Responsive repairs forms one of the delivery streams for investing, repairing and maintaining our assets. These streams are:

- I. Responsive Repairs: the responsive repairs service addresses emergency, urgent or routine repairs
- II. Cyclical and planned maintenance: works which are required in a regular cycle, providing maintenance to property elements such as painting, or where servicing works are required to components such as lifts or door entry systems;
- III. Capital works: large scale investment to make substantial improvements to properties – this includes for example the Tenants Choice programme which delivers new kitchens and bathrooms.

This policy refers only to stream I.

## 2. Aims and Objectives

The aim of the Responsive Repairs Policy is to contribute to the efficient and effective maintenance of the homes we are landlord of and to provide clear information relating to this service.

The objectives of the policy are:

- To provide clear information about how the service works and the respective roles and responsibilities of CYC and our tenants.

- To provide an efficient, prompt and cost effective repairs service which is easy to understand.
- To clearly identify the repairs CYC are responsible for and which repairs are the responsibility of the tenant.
- Through this clarity improve customer understanding and satisfaction with the repairs service.
- To deliver high levels of customer care and customer satisfaction.
- To provide a service which reflects our commitment to equality of access to the repairs service for all customers and to take account of the needs of vulnerable people.
- To ensure that the repairs service is provided consistently to all customers.

### **3. Reporting Repairs**

When a tenant wishes to notify us of something that needs a repair we require the following information:

- Name of tenant
- Address of the property
- Contact telephone number for the tenant
- As much detail as possible about the problem
- Days/times when the tenant is available to have the repair carried out.

Our Customer Support Team will discuss the repair requirements with the tenant to accurately diagnose the required repair to ensure an appointment is made for the correct trades person with the correct time to carry out the work.

Repairs can be reported:

- by telephoning us on 01904 551550 8.30am to 5.00pm Monday to Friday
- by completing the form available on our website <https://www.york.gov.uk/form/ReportCouncilHouseRepair>
- to Housing Officers who visit you at home

## **4. Repair Priorities**

Our repair categories set out how quickly we will respond to repair requests. Response times quoted are the maximum times we have set; some repairs may be carried out sooner depending on their nature, availability of staff and materials.

Repairs are divided into 2 priorities:

- Same day repairs
- General repairs

### **4.1 Same Day Repairs**

A same day repair is an urgent/emergency repair where there is a potential health and safety risk to the occupants or potential serious damage to the building.

Where these repairs are needed to avoid immediate and serious health and safety risks, for example:

- burst pipes where the water cannot be contained
- total loss of electric power
- blocked drains and blocked toilet (if there is only one toilet in the property)

we will try to respond within 4 hours of the repair being reported. Appendix 1 contains further detail on the repairs which are considered to be emergencies; when we will aim to respond within 4 hours and whether we will respond out of working hours or the next working day.

In some instances it may only be possible to carry out a temporary repair to make the situation safe and secure. Once this has been done, arrangements will be made to complete the repair within the relevant timescales.

If advice can be given over the phone to reduce / manage immediate risk this will be given and the repair may then be classed as a general repair. Tenants are responsible for complying with all such advice.

### **4.2 General Repairs**

A general repair is one that is classified as less urgent. We aim to schedule the carrying out of such repairs at a time to suit you, and usually within 20 working days of the repair being reported. The

completion of external works e.g. gutters, paving, roofing is subject to safe working conditions and can be affected by the weather.

#### **4.3 Repair Inspections**

Some jobs will require a pre-inspection before the repair appointment can be arranged, to establish what work will need doing. These will be where the scope of the job is not known or if the diagnosis given by the tenant is not detailed enough. Such inspections may be carried out by a maintenance surveyor, a tradesperson or a nominated contractor representative. This may include reports of damp, requests for replacement windows/doors/bathrooms/kitchens and other larger repairs or replacement items.

Most plastering work is inspected first to ensure that the correct time is allocated to each repair so that the work can be completed during the first repair visit.

The employee carrying out the inspection will advise what work is required at the end of the inspection and the tenant will be contacted by telephone by our Planning Team to arrange an appointment for the works to be completed.

#### **4.4 Follow on work**

This is where the repair is not completed during the appointment given, this may be due to another trade being required (e.g. electrician or heating engineer), to non stock materials being required, more time needed etc. .The tradesperson will ensure that the repair is left safe and tidy and will notify the Customer Support and Planning Team of the additional work and a new appointment will be made to advise customers when the work will be completed.

The tradesperson will advise the tenant of the reason that follow-on work is required; what work is left to be completed and a likely return date.

### **5. Repair Appointments**

We aim to provide appointments for as many repairs as possible. The appointment slots are:

- morning appointments: 8.30am to 12.30pm
- afternoon appointments: 1:00pm to 4:00pm
- School run appointments (between 9.30am and 2.30pm)

- All day appointments

Where a tenant has specific time needs we will try to accommodate these needs where possible.

Appointment times will be confirmed by text message and reminders sent where a mobile telephone number is provided.

If the appointment cannot be kept, tenants are requested to inform us at the earliest opportunity. If there is no access and no contact from the customer, we will leave a card explaining that the job order will be cancelled and that the tenant should contact us to raise another job.

## **6. Out of Hours Emergency Repairs Service**

The 'out of hours' emergency service is available outside normal working hours, that is 8.30am to 5.00pm Monday to Friday, for those repairs which pose an immediate risk to people or property. The out of hours' service is designed to deliver a "make safe" response where there is an immediate danger to the health and safety of the occupant, or a serious risk of damage to the building. If the reported repair is deemed not to be an emergency then the tenant will be asked to call back during between 8.30am and 5.00pm Monday to Friday to make an appointment.

In situations where a tenant deliberately misleads a Customer Support Officer and a tradesperson attends the property to find that there was no genuine emergency, then we may recover the cost of attending and repairing the fault from the tenant. An example of this would be a tenant reporting a serious burst pipe causing damage to the property, and the operative attending to find a small leak which could easily have been resolved/minimised by the tenant.

## **7. Responsibility for Repairs**

Responsibility for looking after our properties is a joint one. We look after most repairs when they arise, but our tenants also have a number of responsibilities. These include:

- Keeping their home in a reasonable state of decoration
- Reporting repairs or faults as soon as possible
- Asking permission before making any alterations
- Paying for any deliberate damage

- Carrying out small repairs such as unblocking sinks
- Responsibility for any items damaged by the tenant
- Responsibility for any items fitted by the tenant

Appendix 2 contains detailed breakdown of which repairs are the responsibility of City of York Council and which repairs are a tenant's responsibility.

## **8. Service Quality**

At CYC we aim to deliver the right services, at the right time, in the right way, at the right cost, for our customers. To achieve this, we will:

- always carry an ID badge or tell you who you are speaking to
- provide the service in a courteous, responsive and timely manner irrespective of age, gender, cultural/religious background, disability, sexual orientation or need
- carry out quality inspections on a sample of repairs completed by both our own trades people and our contractors
- aim to complete repairs on the first visit
- Employee skilled, appropriately trained and qualified trades people and contractors
- Measure our performance using a range of Key Performance Indicators (KPIs) related to completed on first visit; length of time taken to complete a repair and customer satisfaction. We will benchmark these KPIs against other providers.

## **9. Rechargeable Repairs**

Where a tenant requests a repair to be carried out that is classed as their responsibility, for example, gaining entry following loss of keys, CYC will carry out this work and costs will be recharged.

Tenants will be charged for the cost of any repairs or other expenses if they, members of their household, visitors or pets have:

- Caused damage that is not considered to be 'fair wear and tear'
- Neglected or carried out unauthorised work or caused damage and not taken reasonable precautions to safeguard their property from damage.



- Caused electric problems / electricity supply problems because of a pre-payment meter running out of a credit or a lost electricity key

Full details of how we will recharge for repairs is contained in the 'Rechargeable Repairs Policy'.

## **10. Adaptations**

We want tenants to be able to live safely and independently for as long as possible in their own homes. Following an assessment, normally by an occupational therapist, we provide adaptations to meet the needs of the tenant.

There are normally two types of home adaptations:

- minor adaptations which include rails, half-steps, door entry systems
- major adaptations which are larger alterations including ramps, stair lifts, through floor lifts, level access showers, widening of paths or doors

If deemed reasonable and practical, minor and major adaptations within council homes are free.

## **11. Gaining Access**

Tenants are required, under the terms of their tenancy agreement, to allow City of York Councils' staff and contractor's to access their home to inspect, repair or do other work, for example, annual gas safety checks or electrical condition reports, which is required to their property or to adjoining properties. If necessary, legal means will be used e.g. an injunction may be sought, to ensure access. The cost of this action will be passed on to the tenant.

In order to support access for repairs, tenants are responsible for cleaning surfaces, moving furniture and lifting carpets (or laminated flooring) to allow repairs to be carried out. Where this is not done and staff or contractors have to lift carpets or move furniture, City of York Council cannot be held responsible for any damages.

## **12. Personal Items**

All personal items should be removed from the work area prior to the repair taking place. If it is likely that items need removing and the tenant is unable to do this then alternative arrangements will need to be made in advance as necessary. It may not be possible to complete repair work as planned if personal belongings cause a hazard to trades people. Personal items left in an area of work will be covered if feasible to do so, no responsibility for damage caused will be accepted. We also request that all pets (particularly cats and dogs) are removed from the area where a repair is being carried out.

## **13. Decoration Packs**

In certain circumstances, CYC may offer tenants a 'decoration pack' to assist with decoration following major works in the property. An example of such a situation is following a major leak in a property which was not as a result of negligence by the tenant. This will always be at the discretion of the Area Repairs Team Leader. Decoration Packs are currently supplied by Crown Paints and the amount of materials provided depends on the size and number of rooms which are deemed to require decoration.

## **14. Complaints**

CYC has in place easily accessible complaints and customer feedback policy and procedures for tenants to follow should they be dissatisfied or happy with our service. This is widely publicised and can be accessed in the following ways:

Website: [www.york.gov.uk](http://www.york.gov.uk)

Customer Complaints and Feedback team

West Offices, Station Rise, York, YO1 6GA

Telephone: 01904 554145

Email: [haveyoursay@york.gov.uk](mailto:haveyoursay@york.gov.uk)

## **15. Alteration / permissions**

Provided that they obtain prior written permission from CYC as landlord, all secure tenants can make improvements to the property they rent from CYC. Further details are available in our 'Improving your home' documents.

Examples of the types of improvements that require permission are:

- Removing walls
- A new kitchen, bathroom suite, shower, gas fire or heating
- Painting outside your home
- Extra electrical sockets or lights
- A new front door
- A shed or a greenhouse
- New windows
- A driveway and pavement crossing
- A satellite dish.

We are unable to give permission for the installation of solid fuel burners.

After applying for permission via the relevant Housing Management Officer a surveyor may wish to visit the property to discuss the plans in more detail and give advice. If permission is given, we may set conditions that the tenant must meet. If we refuse permission, we will give our reasons in writing.

Tenants who undertake improvements without approval from CYC will be liable for the full cost of reinstatement should the improvement need to be rectified either during or at the end of the tenancy.

## **16. Insurance**

City of York Council does not automatically insure the contents of its properties. It is a tenant's responsibility to insure their belongings, and we strongly advise that all tenants do this. We encourage tenants to insure their belongings under a special household contents insurance scheme which is arranged with Royal & Sun Alliance Insurance plc.

Further details:

[https://www.york.gov.uk/downloads/file/7546/simple\\_insurance\\_policy\\_details\\_and\\_application\\_form](https://www.york.gov.uk/downloads/file/7546/simple_insurance_policy_details_and_application_form)

### **17. Vulnerable Tenants**

We will ensure that our service is tailored to meet the needs of vulnerable tenants, this may include a swifter response where the tenant's needs put them at increased discomfort as a result of any repair defects being reported. We will assess each request on its circumstances and endeavour to respond appropriately to the circumstances.

### **18. Frequent users of the repairs service**

CYC will run regular reports to identify high users of the service. Where possible we aim to proactively carry out joint tenancy visits with the Area Repairs Team Leader and the Housing Management Officer to those tenants to identify vulnerabilities, support packages, misuse etc. to ensure that both CYC and the tenant are meeting their responsibilities under legislation and their tenancy agreement.

### **19. Right to Buy**

When CYC receives a right to buy application we will only carry out emergency or urgent works to the property. These are limited to:

- Repairing and maintaining the structure and exterior of the property
- The heating and hot water appliances
- Pipes and wiring within the property

We will only place repair orders for repairs needed by law (Landlord and Tenant Act 1985 & 1987; Right to Repair Regulations 1994). Repairs taking place that are not needed by law will not be completed. Generally repairs outstanding or underway at completion of the sale will be cancelled. (Once:

- (i) a house is sold by the Council under Right to Buy the buyer/new owner becomes responsible for all repairs and insurance

- (ii) a flat is leased under Right to Buy the leaseholder becomes responsible for all internal, non-structural repairs except those caused by an insured risk.)

## **20. Right to Repair**

The Right to Repair Scheme gives tenants the right to have some small emergency or urgent repairs carried out quickly and to be paid compensation if the Council fails to meet this obligation. There is a maximum compensation of £50 for each repair. To fall within the Right to Repair Scheme, a repair must be what is known as a “qualifying repair”.

The criteria are as follows:

- The repair has an estimated value of less than £250;
- It is classed as an emergency or urgent repair by the landlord.

Compensation becomes payable if the Council fails to complete a ‘qualifying repair’ within target times. When this occurs, the tenant is entitled to £10 compensation immediately plus a further £2 per day for every working day the repair remains outstanding. There is a maximum compensation of £50.

The Right to Repair does not apply where:

- The tenant chooses to have a repair carried out by appointment;
- The repair has an estimated value of £250 or more;
- The tenant has not provided access for inspection or for the repair to be carried out, having been given a reasonable opportunity to do so.

## **21. Mutual Exchanges**

Mutual Exchanges are conducted in accordance with our Mutual Exchange Policy. Tenants moving home via a mutual exchange will be informed of any repairs that they will be required to accept liability for. This includes gardens & fences, rubbish, property damage, sheds and storage areas. Any other repairs arising after the mutual exchange has

taken place will be dealt with under the provisions of this Responsive Repairs Policy.

## **22. Vacant Properties**

CYC with tenants has developed a lettability standard. A copy of this is made available to prospective new tenants when viewing a property to enable them to make an informed choice and to assess the condition of the property. Vacant properties are managed in accordance with our Voids Management Policy which seeks to ensure that vacant properties are made ready and let to new customers as quickly and efficiently as possible. When vacating a property, the gardens and outbuildings should be left in good order and clear of any personal belongings. Any items left in the property will be disposed of; and where applicable the outgoing tenant will be charged for this.

## **23. Fencing**

Only concrete post and line wire is fitted to mark boundary lines. Complete elevations or dividing fences will be concrete posts and line wire.

There are numerous Council properties that have existing timber fencing, however this type of fencing has not been fitted as new by the Council for a number of years and are either old Council owned fencing, or newly fitted by the tenants or neighbours themselves.

Existing timber fences will be repaired only if considered economically viable and are erected by CYC or inherited following a void for example. A judgement will be made by the Area Repairs Team Leader. For example if a larch lap panelled fence consisting of six panels has one panel damaged, we would replace the panel, however if four of the panels were damaged and the posts rotten the fence would be removed and replaced with concrete posts and line wire. If a repair is required to an old and Council owned fence then these will be repaired until it is not economically viable to do so, any replacement after that time will be with concrete posts and line wire.

#### **24. Replacement of Focal Point Fires**

The majority of CYC homes have a focal point fire in the main living room area which compliments the central heating system, traditionally many of these have been gas fires. Since 2008 all new focal point fires fitted under the Planned Maintenance programme have been electric fires. If any remaining gas fires require replacement they will be replaced with electric as these offer value for money, are efficient and reduce health and safety risks.

#### **25. Replacement tiles/ bathroom sanitary ware**

If part of a bathroom suite needs replacing, for example, a wash hand basin, CYC will always replace with white items, even when remaining items are of a different colour. The property will then remain with an un-matching suite until such time as it is due a replacement suite as part of the modernisation programme.

Where part of a tiled area in a bathroom or kitchen requires replacing we will aim to source matching tiles, however, where these are not available we will use a suitable alternative which may not be an exact match to existing tiles.

#### **26. Asbestos**

Asbestos Containing Materials (ACMs) may be in a building if it was constructed or refurbished before asbestos was banned in 1999.

A number of council homes contain asbestos. We are committed to making sure that all materials containing asbestos in our properties are safe. If you find materials containing asbestos or they are discovered during minor works, we will inspect them and if necessary, the material will be removed. We will keep you informed about the process at all times.

#### **Common locations of asbestos in council homes**

- fascia and soffit boards
- panels beneath window frames
- roof sheets or tiles
- loft cement cold water tank

- old ventilation pipes and soil pipes
- textured coatings and ceiling panels
- hot pipe insulation
- bath panelling
- garage roofs
- garage fascia boards
- garage window lining
- panels behind fires or heaters
- fire door panels
- partition walls
- rainwater downpipes and guttering
- service ducting
- roof felt or lining panels
- floor tiles and linoleum products

### **Minimise the risk of exposure to asbestos in your home**

Materials containing asbestos which are in good condition and left undisturbed are safe and do not pose a risk to your health.

- make sure that anything you think may contain asbestos remains in good condition
- always ask us for advice before carrying out DIY work
- don't drill, sand or scrape anything you think may contain asbestos - ask us first
- always soak wallpaper before removing. If possible use a steam stripper and then gently peel away the paper before re-decorating
- don't try to remove textured coatings from ceilings or walls. Wash any areas of flaking paint before re-painting
- don't try to remove old floor tiles or linoleum. Leave them in place and lay new floor coverings over them
- if you think that materials containing asbestos have been damaged, please contact the Housing Repairs team.



## Appendix 1 – Description of emergencies

CYC will attend at any time
CYC will attend during business hours and at weekends but will not attend if reported after 21:00
CYC will only attend after 21:00 if customer is vulnerable or has medical requirements

\* CYC will aim to attend within 4 hours

DESCRIPTION	GUIDELINES	PRIORITY
Total loss of power	All power off to property	4 Hour*
Sole toilet can not be used	Check if customer has another WC in the property	4 Hour*
Clear blocked drain or gulley	If this is a main drain pass to drainage	4 Hour*
Major leak in property	Advise customer to turn water supply off	4 Hour*
Gain access including lock change	Maybe a recharge if customers at fault	4 Hour*
Leak on heating system	Only if leak can not be contained	4 Hour*
Partial loss of power		Same Day
Repair to mains fed smoke alarm	Customers responsibility if battery operated	Same Day
Repair to communal lights	Only if there is a Health & Safety issue	Same Day
Clear blocked sink/basin/bath	Only if the property is a flat	Same Day
Tap can not be turned on/off	Advise customer to turn water supply off	Same

		Day
Insecure door or window	Only ground floor windows	4 Hour*
Dangerous floor/stair tread/ hand rail		Same Day
Faulty door or window lock	Only ground floor windows	Same Day
Emergency roof repair	CYC may have to carry out temporary repair if raining	Same Day
No heating/hot water	Only if customer is elderly or vulnerable	4 Hour*
No heating/hot water	Only if customer is without an electric shower or electric fire	Same Day
Repair to electric shower	Only if this is the only form of bathing	Same Day
Repair immersion heater	Only if this is only form of hot water	Same Day

## Appendix 2

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
<b>Garages &amp; Outbuildings</b>				
Basic repairs to garages and outbuildings if owned by CYC. Lock change if lock faulty	y			
Major repairs to garages and outbuildings if owned by CYC		y		
Gaining Entry/ providing a new lock and keys – when tenant has lost keys to the garage			y	Tenants will be re-charged if CYC carries out this work
Outhouses, Sheds and bin stores	y			
Wooden Garden Sheds			y	Garden sheds are gifted to tenants
<b>External land within the property boundary</b>				
Gardens - maintenance			y	All gardens are tenant responsibility with the exception of communal gardens. If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it
Repairs to driveways, paths, steps and other means of access owned by CYC	y			We will repair / maintain paths providing access to the property and washing line where applicable.
Garden drainage and pooling water	y	y		Drainage will only be installed if there is a prolonged issue with drainage; and this will be at the discretion of the Officer carrying out the survey. It is normal for standing water to be found after periods of heavy rain.

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Patios and paved areas that do not surround the perimeter of the property.	y		y	Tenants are responsible for maintaining patios that they have put in. CYC may complete small repairs where there is a trip hazard. Large repairs where there is a H&S risk may result in the patio being removed.
Washing posts	y			Washing lines are tenant's responsibility.
Garden Walls	y			We will repair garden walls where they were built by CYC - tenants are responsible for any garden walls they have built themselves. Where walls were built by former tenants CYC will remove if dangerous but will not repair.
Fencing and gate repairs	y		y	CYC will repair fencing where it borders a public area or marks a boundary. Any repair or replacement will not be necessarily like for like. Where a timber fence is beyond economical repair concrete post and line wire will be fitted to mark boundary lines. Similarly, gates will not be replaced like for like; where gates are beyond economical repair they will be replaced with standard paling gates.
<b>Pipes and Drains</b>				
Drain blockage – single drain owned by CYC	y		y	Tenants will be recharged if pipe work is not faulty and caused by customer misuse.
Water service pipes	y			Outside of the boundary of the property water service pipes are maintained by Yorkshire Water.
<b>Television aerials and satellite dishes</b>				
Television aerials and satellite dishes	y		y	CYC are only responsible for communal aerials and satellite dishes.
<b>Structural Repairs - Property Walls, Porch Canopies, Sub Floor</b>				

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
External walls / rendering / cladding	Y	Y		Repairs will be carried out if there is a health & safety concern or damp issues. Work not causing any issues will be deferred to future Investment programmes. Patch repairs will not be painted solely for cosmetic purposes.
Water under sub-floors	y	y		CYC will survey and determine the correct course of action.
Penetrating damp	y	y		An initial survey will be carried out. Damp works will be completed by contractors via the Capital Team.
Repairs to existing canopies over doors and windows	y			Canopies will be removed if required
<b>External Windows and Doors</b>				
Single glazed windows and doors	y	y		
Repairs to window frames and cills	y	y		
Broken windows/glass	y		y	CYC will replace broken glass in communal areas. Broken windows in individual properties will generally be recharged unless it can be proved that the damage was fair wear and tear.
Window Restrictors	y			Window restrictors are fitted to windows above ground level, unless classed as a fire escape route.
Failed Double Glazed Units	y			
Draughty Windows	y			
Window ironmongery / Faulty doors and frames / External door locks and ironmongery	y		y	Recharges will apply if repair is due to tenant damage.
Door entry systems	y			

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
New keys and Gaining Entry			y	Where required CYC will carry out the repair and the tenant recharged.
External Meter cupboard doors	y		y	Recharge if due to tenant damage
Electrical				
Security Lighting	y		y	CYC will not replace lamps / bulbs but will repair fitting.
House Alarms	y			CYC will repair where a rental charge is paid. Tenants must seek permission before installing alarms.
Communal security systems	y			
Street lighting	y			Street lighting repairs should be reported to York Customer Centre on 01904 551551 or <a href="mailto:ycc@york.gov.uk">ycc@york.gov.uk</a> . Lighting around communal blocks should be reported as a housing repair.
Bathroom Fixtures and Fittings				
Bathroom fixtures			y	E.G. toilet seats, bathroom cabinets, mirrors, towel rails, plugs and chains, shower curtains and toilet roll holders
Baths, sinks, toilets, showers and associated pipework	y		y	Repairs will be rechargeable if tenant damage.
Bath panels	y		y	May be rechargeable if damaged
Internal pipe work boxing	y		y	Repairs will only be carried out to existing pipe boxing. Only pipes running vertically will be boxed in.
Ceilings and walls				
Patch plastering to ceilings and walls	y		y	Plaster patching will not be carried out for decorative purposes. Damage caused by leaks from neighbouring properties will be repaired.

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Plastering to ceilings and walls for pre-decorative purposes			y	
Filling plaster cracks e.g. cracks and small holes				Structural cracks will be investigated and remedial works carried out. Superficial cracks are tenant's responsibility.
Decoration			y	After major works we will issue decoration packs, where appropriate.
Refixing/replacing loose wall tiles and missing grouting	y		y	A few loose tiles are tenant's responsibility to refix. Larger areas are CYC responsibility and they may be replaced with an alternative.
<b>General Joinery</b>				
Repairs to internal doors including ease, adjust, ironmongery and replacement doors.			y	Internal doors are generally seen as tenant's responsibility - in exceptional circumstances CYC may carry out repairs if shown not to be the result of tenant damage.
Easing to internal doors and threshold strips to fit carpets			y	
Skirting boards, door architrave and picture rails	y		y	This may be re-charged to the tenant if they have been removed / damages.
Staircase, banister and handrails	y			
Internal meter cupboard doors	y			Recharge if due to tenant damage
<b>Internal and External Painting</b>				
Internal painting to walls, ceilings and woodwork	y		y	CYC responsible for internal painting to communal areas only.
External painting/staining e.g. wooden doors, handrails, fencing		y		

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Electrical Items <b>NB: Electrical work must only ever be carried out by a qualified/competent electrician</b>				
Electrical wiring, sockets and light fittings	y			Recharges will apply if tenants have changed electricians in anyway. Replacement of light bulbs is tenant responsibility. A Handyperson service is available to help those unable to do this. See <a href="https://www.yorkshirehousing.co.uk/support/home-improvement/handyperson/">https://www.yorkshirehousing.co.uk/support/home-improvement/handyperson/</a>
Additional electric sockets	y		y	Additional sockets will only be installed if required for health & safety reasons or if there is a specific need.
Communal lighting	y			
Repair of extractor fans	y			
Installation of extractor fans	y			Typically only installed as part of planned programmes. Will be installed as a repair only if required to improve ventilation
Domestic appliances installation and repair of washing machines, cookers, fridges etc.			y	Where appliances are installed in a property that is let these will be 'gifted' to the incoming tenant and no repair / replacement obligation will remain with CYC. Any existing appliances installed by CYC will be maintained repaired.



Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Smoke alarms	y	y	y	If CYC installed we will maintain faulty alarms but tenants are responsible for replacing batteries in smoke alarms where a replacement battery can be fitted. As part of our planned maintenance programme 'hard wired' smoke alarms are being fitted to all properties.
Plugs on electrical items			y	Unless electrical items are the property of CYC e.g. communal kitchens, laundry rooms
Electrical consumer units	y			
Electrical storage heaters, but only if owned by CYC	y			
Electric fires	y			
Electric meter and supply of electricity			y	CYC are not responsible for meters and tenants would need to contact their supplier. If a tenant wishes to have a smart meter fitted they must request permission and CYC is not responsible for any alterations required, e.g. To kitchen units.
Disconnection and reconnection of cookers, unless owned by CYC			y	This will only be completed by CYC if access is required to the cooker space, e.g. flooring repair, kitchen unit replacements
Re-setting trip switches	y		y	It is generally appliances that trip electrics, all electrical items should be unplugged to find the cause. Repairs will be recharged if this is found to be the cause.
Floors				

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Concrete/asphalt floors Floorboards and joists	y			Large repairs may result in a temporary repair being completed. Floors that need large areas replacing will be completed as planned works. Floorboards are not replaced solely for cosmetic purposes. It is advisable not to leave floorboard bare and cover them with a suitable floor covering.
Floor tiles where fitted by CYC	y			These are mainly found in kitchens and bathrooms. Old floor tiles may contain asbestos and should not be removed without checking first.
Loose floor coverings, fitted carpets and laminate flooring			y	Permission is required where fitting laminate flooring. It is tenants responsibility to remove any floor coverings to allow work to be carried out either to the floor or sub floor area.
<b>Home Energy Efficiency</b>				
Draught proofing to windows and external doors	y			Where draught proofing has failed
Photovoltaics (solar panels)	y			CYC will pass repair to contractor who installed panels
Replacement or top up of loft insulation if does not meet current regulations	y			Personal items would need to be removed from the loft space to allow this work to take place.

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Condensation, damp and black mould	y	y	y	Tenants are required to take action to reduce condensation – see <a href="https://youtu.be/i3GTIfnvIGE">https://youtu.be/i3GTIfnvIGE</a> . Where this is reported CYC will carry out an inspection and give relevant advice and, if necessary, arrange for repair work to be undertaken to alleviate the issues. Major damp works (including where standing water is present in the subfloor) are undertaken as part of a Planned Maintenance programme
<b>Kitchen</b>				
Kitchen cupboards, worktops, drawers, door catches, handles and hinges	y		y	Cupboards beyond repair will be replaced, but may not match existing units. Re-charges may apply if the tenant has damaged the kitchen units or worktops. Permission is required if a tenant wants to change the kitchen in any way; including painting the kitchen cupboards.
<b>Plumbing</b>				
Installation of dishwashers and washing machines. Leaks from these appliances and pipework			y	CYC is responsible for the pipework up to the isolation valve on the appliance. See 'Improving Your Home' leaflet for guidance on installing appliances.
Leaks from pipework, sinks, baths, toilets	y			Any repairs due to leaks resulting from tenant damage will be recharged.
Overflow pipes and water tanks	y			

Repair Type	CYC - responsive repair	CYC - Planned Maintenance	Tenant	Comments
Clearing blocked sinks, baths, toilets etc	y		y	In the first instance this should be cleared by the tenant. A recharge may occur if the blockage is due to neglect (e.g. Blockage caused by nappies / wetwipes / excessive fat). CYC not responsible for blocked waste pipes to washing machines / dishwashers.
Dripping or leaking taps, stop taps and valves	y			Replacement taps may not necessarily match existing taps. Tenant responsible for valves to washing machines / dishwashers
Repairs to sink unit and wash hand basins / toilets and cisterns / baths and shower trays	y			Repairs will be recharged if found to be caused by tenant damage - e.g. Cracks to wash hand basins
Replacement/repair of toilet seats, plugs and chains, shower heads and hoses			y	These items will be replaced, if required, when a property becomes empty as part of the void process but will not be replaced in tenanted properties.
Showers if fitted by CYC	y			
Seal to bath and sink units and tile joint	y			
Boxing in of new or existing pipe work	y			Only vertical heating pipes will be boxed in.
External taps, fitted by CYC	y		y	Tenant responsible for taps they fit; permission must be granted for fitting of external taps - see 'Improving your home' leaflet.
<b>Environmental</b>				
Pests	y		y	CYC responsible where rats / squirrels / wasps are inside the property. Tenants are responsible for dealing with all other pests - e.g. ants / mice / slugs





**CITY OF YORK COUNCIL**

## **Rechargeable Repairs Policy**

## **1. Introduction**

We aim to encourage tenants to take responsibility for keeping their home in a good state of repair. We want to ensure that the repairs budget is spent wherever possible on repairs caused by genuine wear and tear. We want to ensure that resources are allocated fairly, and that so far as reasonably practicable, the costs of putting right disrepair arising by reason of neglect does not fall upon the majority of tenants that look after their homes.

Tenants will be responsible for repairs where deliberate, accidental damage or neglect has occurred which has been caused by the tenant, a member of their household, visitors or pets.

Where a tenant either fails to carry out identified work, or installs a defective system, fixtures or fittings without permission, or work carried out by the tenant fails to meet current legislation, our expected standards, or occurs due to an emergency situation, a recharge will be made.

A large proportion of rechargeable repairs are found when tenants end their tenancy. To avoid this it is important that when a tenancy is ended the property is left in a clean and tidy condition and that there are no items of furniture, belongings or rubbish left in the property or outside and all keys are returned.

Tenants are advised to take out their own Home and Contents Insurance Policy.

## **2. Examples of repairs for which recharges will be made**

If you or a member of your household, or visitor to your home, or a pet have;

- Caused damage to your home that would not be considered as 'fair wear and tear', for example, damage to internal doors

- Neglected your home, or carried out unauthorised work (or had unauthorised work carried out by someone else acting on your behalf)
- Damaged any part of your home for which the Council is responsible (including electrical, gas, water or plumbing services) whilst carrying out DIY work (including decorating)
- Caused damage to your home or an adjoining home by items that you or others have brought onto the property, i.e. leaking washing machine
- Not taken reasonable precautions to safeguard your property against obvious potential harm, such as damage caused by fire, frost or inadequate security of your home
- Reported a problem with your gas or electricity supply and the cause of the problem is a pre pay meter which has run out of credit
- Lost and misplaced keys meaning we have had to gain access into your home
- Not allowed access on a pre-arranged appointment for annual gas servicing and safety check
- Leaseholders causing damage to the structure, fixture or fittings of another flat or the structure of the building will be recharged
- Not carried out repairs that are the tenant's responsibility during the course of the tenancy.

### **3. The Legal Framework contained within the Tenancy Agreement**

#### **Repairs and Maintenance**

##### **The Council will be responsible for:**

a) Keeping the structure, exterior (and communal parts if there is shared access) of the building in good repair. This includes drains, gutters,



external pipes and Feed InTariff (FIT) equipment owned by City of York Council, defined as:

- Any local carbon generator equipment including (but not limited to) any solar photo voltaic equipment which is eligible (as a matter of law) for Feed In Tariff(FIT) payments together with:
- Any inverters, meters, monitoring equipment, cabling and other associated media or works; and
- Any addition or replacement, that City of York Council, or a third party with City of York Council's permission may install.

b)We will also make sure the installations for the supply of water, gas, electricity, sanitation and rubbish disposal are all in good repair and working order. This also applies to room heating, water heating, communal amenities - where they apply.

c) Carrying out annual servicing to gas appliances. This is a statutory legal requirement

d) The painting of outside woodwork and metal work, and inside communal areas on a regular cycle.

### **Exclusions**

a)These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property or communal parts.

b)The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. When you report the repair, you will be told when we hope to carry out the repair. Further details are set out in the Housing Factsheet.

### **4. Payment for rechargeable repairs**

We have a schedule of fixed prices for the most common rechargeable repairs and this included in Appendix A. This will be reviewed and updated annually.

Our policy is that any rechargeable repair charge should be paid before work is carried out. Payment can be made by debit or credit card at the time the repair is reported or an invoice can be sent for payment using a wide range of methods.

Where work is required urgently due to health and safety reasons and the tenant is not able to pay in full a £25 deposit will be required and the balance will be invoiced.

In exceptional circumstances a decision may be taken to carry out work without payment. 'Exceptional circumstances' are classed as:

- Vandalism or damage by a third party if a criminal offence has been committed and action is being taken against the person responsible (we would normally expect that this action would include the person being charged to put right the damage);
- Where forced entry has taken place due to concerns about the well being of the tenant;
- Where the damage is caused as a result of domestic violence and pursuing the perpetrator could place the victim at increased risk of further harm;

Works required as a direct result of a tenant's illness or disability.

## **5. Non-payment of debts**

Non-payment of rechargeable repairs is managed by the Debtors team.

In situations where payment is not made up-front; if no payment is made by day 28 following the invoice being raised, a reminder letter will be sent to the tenant and following a period of further non-payment the debtor will be contacted by further letters; telephone calls or email. Depending on the outstanding amount the debt will either be passed to bailiffs or legal action will be taken if no payment is received after 82 days.

If tenants have one unpaid recharge we will not carry out any more rechargeable works until the initial recharge is paid for. This does not

apply in the case of emergencies and/or health and safety issues. In such cases a cumulative recharge account will be maintained.

## **6. Disagreements with charges raised**

If a tenant is unhappy with the decision on a rechargeable repair they have the right to appeal within 14 days of receiving the notification letter / invoice. If after appealing the customer is still dissatisfied with the decision then CYC Complaints and Customer Feedback Policy and Procedures should be followed by the customer, which is available upon request.

## Appendix A

Schedule of prices for common rechargeable repairs – include labour, materials and VAT.

JOINERY		
RJOIN0020	Replace internal door (per door)	£79.85
RJOIN0021	Gain access	£74.80
RJOIN0022	Change lock	£84.00
RJOIN0023	Gain access and change lock	£145.90
RJOIN0024	Replace kitchen unit door (per door)	£71.27
RJOIN0025	Replace worktop (price per worktop)	£118.54
RJOIN0026	Replace skirting / architrave (per length)	£46.37
RJOIN0027	Renew front or rear door	£650
RJOIN0029	Secure window or door (board up)	£56.27
RJOIN0033	Replace missing loft hatch	£68.67
RJOIN0035	Renew damaged / missing gate	£161.90
GLAZING		
RPLUM0003	Reglaze small double glazed unit	£52.00
RPLUM0004	Reglaze medium double glazed unit	£90.00
RPLUM0005	Reglaze large double glazed unit	£190.00
RPLUM0006	Reglaze small double glazed pane	£33.00
RPLUM0007	Reglaze medium double glazed pane	£67.00
RPLUM0008	Reglaze large double glazed pane	£103.00
PLUMBING		
RPLUM001	Rectify leak caused by customer	£127.50
RPLUM002	Rectify washing machine leak	£52.27
RPLUM003	Renew WC	£106.90
RPLUM004	Renew basin or pedestal	£91.90
RPLUM005	Renew bath	£311.35
RPLUM006	Renew kitchen sink	£71.27
RPLUM007	Replace missing pipework	£51.27
ELECTRICAL		
RELEC001	Replace light fitting / switch (price per fitting)	£52.19
RELEC003	Renew electric fire / heater	£291.27