



# Repairs, Maintenance and Planned Works Policy

Originator:	Policy and Strategy Team
PCHA Approval Date:	April 2023
Review date:	April 2026

<b>1</b>	<b>Introduction</b>
1.1	<p>This Policy sets out the measures Pine Court Housing Association (PCHA) has in place to ensure it maintains the properties it owns and manages. The Policy brings together in one document the four key areas of:</p> <ul style="list-style-type: none"> <li>• Responsive repairs / void maintenance - (Outlining PCHA’s response to reactive repairs and maintenance issues that require an immediate or short-term response)</li> <li>• Planned works – (Larger works and batched works that have a lead-in period and may be subject to consultation)</li> <li>• Statutory compliance and cyclical maintenance – (Periodic Maintenance and Safety Testing)</li> <li>• Asset management – (Other elements of providing a maintenance service including legal compliance and tenants’ rights) e.g. Stock condition, office facility maintenance</li> </ul>
1.2	<p>Application of this Policy ensures compliance with the Regulatory Framework for Social Housing in England adopted by the Regulator for Social Housing (RSH) specifically:</p> <ul style="list-style-type: none"> <li>• Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of and offers choices to, tenants and has the objective of completing repairs and improvements right first time</li> <li>• Meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes</li> </ul>
1.3	<b>Access and Communication</b>
1.3.1	PCHA is committed to ensuring that our services are accessible to everyone. It will seek alternative methods of access and service delivery where barriers, perceived or real may exist, that may make it difficult for people to work for PCHA or use its services.
1.4	<b>Equality, Diversity and Human Rights</b>
1.4.1	PCHA is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the following core strands of equality; Age, Disability, Gender, Race, Gender

	Identity / Gender Expression, Sexual Orientation, Religion and / or Belief, Pregnancy and Maternity, Marriage and Civil Partnership.
1.4.2	PCHA also recognises that some people experience disadvantage due to their socio-economic circumstances, employment status, class, appearance, responsibility for dependants, unrelated criminal activities, being HIV positive or with AIDS, or any other matter which causes a person to be treated with injustice.
1.4.3	PCHA will endeavour to ensure that all services and actions are delivered within the context of current Human Rights legislation. PCHA will endeavour to ensure that its staff and others with whom it works, will adhere to the central principles of the Human Rights Act (1998).
1.5	<p>This Policy should be read in conjunction with the:</p> <ul style="list-style-type: none"> <li>● PCHA Health and Safety Policy</li> <li>● All PCHA Compliance Policies including: Fire Safety, Gas Safety, Legionella Management, Periodic Electrical Testing, Electrical Gates, Asbestos Management and Lift Maintenance Policies)</li> <li>● PCHA ‘Helpful Guide to Repairs and Maintenance’ leaflet</li> <li>● PCHA Complaints, Appeals and Feedback Policy</li> <li>● PCHA Compensation Policy</li> <li>● PCHA Damp Mould and Condensation Policy</li> <li>● PCHA Residential Leasehold Policy</li> <li>● PCHA Home Energy Improvement Policy</li> <li>● PCHA Aerials, Antennas and Satellite Dishes Policy</li> <li>● PCHA Aids and Adaptations Policy</li> <li>● PCHA Access to Properties Policy</li> <li>● PCHA Residential Leaseholders Policy</li> <li>● PCHA Service Charge Policy</li> <li>● PCHA Home Safety Leaflet</li> </ul>
1.6	PCHA staff can access procedure maps in relation to all aspects of Assets Management (in relation to this Policy) via the internal document management system.

<b>2</b>	<b>Statement of Intent</b>
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2.1	PCHA aims to provide an excellent quality repairs and maintenance service.
2.2	<p>To achieve this, PCHA will ensure the repairs and maintenance service is easily understood and accessible to all tenants and leaseholders. PCHA will ensure all of its online and printed information on repairs and maintenance is customer approved and there are a variety of methods available for reporting a repair including:</p> <ul style="list-style-type: none"> <li>● Via telephone on <b>0300 365 1111</b> (available 24 hours a day – 365 days a year)</li> <li>● Via the ‘My Account’ customer access portal available on the PCHA Website <a href="http://www.ovh.org.uk">www.ovh.org.uk</a> (including easy to follow diagnostics tool to enable accurate reporting), for non-emergency repairs only</li> <li>● Via direct contact with any PCHA staff member or person working on PCHA’s behalf e.g. Neighbourhood Services Officers or Repairs and Maintenance Contractor Operatives</li> </ul>

2.3

PCHA will ensure the service is efficient and deals with all repairs and maintenance requests in a timely and cost-effective manner. This includes:

- Where customers report repairs directly via our Customer Service Centre, PCHA will provide an appointment slot – convenient to the customer
- PCHA will contact all customers who have reported a repair face-to-face to any PCHA Officer to confirm suitable morning, afternoon and evening or Saturday morning appointments as soon as it is received by the PCHA Customer Contact Centre
- 'Right first-time approach' (where possible) – through use of multi skilled tradespersons equipped with correct tools and stock to complete jobs, mobile technology for workload planning and skilled call-handlers adept at accurate repairs diagnosis
- Use of quality components and materials
- Operating an effective planned works and cyclical maintenance programme to reduce the need for responsive repairs
- Use of integrated systems to prevent customers having to make repeated calls, coordinated appointments for cyclical safety testing and updating customer records to ensure PCHA meets customer service needs effectively

2.4

PCHA will meet and exceed customer expectations through strict adherence to service standards which have been developed and regularly reviewed / monitored by customers including:

- PCHA will adhere to agreed repairs response timescales – (See 3.1 below for details)
- Operatives working on PCHA's behalf will:
  - Wear a photographic identity card when visiting customers homes
  - Explain how long they expect it will take to complete their work and how it will affect the customer
  - Treat customers and their homes with respect, using appropriate covers and screening

2.5

For planned works PCHA will:

- Publish details of any planned works PCHA have scheduled on the PCHA website and within tenant newsletters
- Write to customers to confirm which contractor is completing the work, what they will be doing, how long it will take and how it will affect the customer
- Provide the customer with a list of contacts for any queries or concerns
- Work in customer's homes between the hours of 8am and 6pm. Weekend and early evening work will be arranged on request
- Provide customers with a choice of fixtures and fittings, where applicable
- Explain to customers how to use new appliances supplied by PCHA and who to contact if there are any problems after completion
- Ensure different elements of investment works are coordinated to reduce disruption as much as possible
- Meet all legal requirements in the upkeep and maintenance of PCHA properties e.g. Gas Safety, Health and Safety, Right to Repair etc.

3	Policy
3.1	<b>Responsive / Void Maintenance</b>
3.2	<p><b>Repairs categories and timescales</b></p> <p>As part of the Service Standards, developed and reviewed in consultation with customers on an annual basis, PCHA will operate the following response times for dealing with responsive repairs:</p> <ul style="list-style-type: none"> <li>• <b>Emergency Repairs</b> PCHA will complete works or make safe within 24 hours</li> <li>• <b>Urgent Repairs</b> For urgent repairs, PCHA will respond and complete works within 5 working days (7 calendar days)</li> <li>• <b>Routine Repairs</b> PCHA will respond to and complete all routine repairs within 20 working days (28 calendar days), of the date of the notification</li> <li>• <b>Manufactured Items and Small Projects</b> Where manufactured parts are required or for any other reason repairs cannot be completed within 28 days these will be classified as ‘priority X’. In these circumstances PCHA will endeavour to resolve issues as expediently as is possible, keeping customers informed of expected timescales to restore to full working order)</li> </ul>
3.2.1	If operatives acting on PCHA’s behalf attend a repair by appointment and fail to gain access to the property, the ‘no access’ procedure will be followed. In these circumstances the customer should contact PCHA and reschedule the appointment. In these circumstances PCHA will not accept liability for any compensation that may be due under the ‘Right to Repair’ legislation.
3.2.2	The above will apply unless the customer has advised PCHA or PCHA otherwise becomes aware of damp, mould or condensation issues, in which case reasonable attempts to complete the repairs will be made and PCHA may on a case-by-case basis consider legal action to gain access if this is repeatedly refused or denied by the customer.
3.3	<b>Out of hours repairs</b>
3.3.1	PCHA operates an out-of-hours call service between the hours of 4:30pm to 8am (Monday to Friday) and 24 hours (Weekends and bank holidays) in emergency cases. For out of hours emergency repairs PCHA will complete works or make safe within 24 hours.
3.3.2	PCHA will contact tenants or leaseholders the next working day to make appointments for any follow-up repairs required. Where PCHA attend out-of-hours repairs that are not found to be an emergency or where it is proved to be caused by the tenant or is a matter that is the tenant’s responsibility, PCHA reserves the right to recharge the customer.
3.4	<b>Landlord Repair Responsibilities</b>
3.4.1	PCHA is legally responsible for the maintenance and repair of the exterior and structural elements of its properties and facilities / installations inside properties which are part of the dwelling. PCHA has a legal obligation to:

- Keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes, external doors and windows)
- Keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences and appliances for making use of the supply of water, gas or electricity)
- Keep in repair and proper working order the installations in the dwelling-house for space heating and heating water

3.4.2 In addition, PCHA will repair and maintain:

- External parts of dwellings including walkways, paths and steps which are classed as access routes
- Any external outhouse or connected part of a building within the curtilage of a property (reserving the right to remove these facilities where they are unsafe or uneconomical to maintain)
- Structures that mark a boundary with a public highway
- Communal areas of flats and other accommodation with shared space and access routes, including communal entrances, stairways, lifts, lighting and bin chutes
- Components within properties that are subject to normal wear and tear and when they have reached the end of their 'notional life' (expected period of time that components would last under normal usage conditions) – usually as programmed works

### 3.5 **Tenant's Repair Responsibilities**

3.5.1 PCHA will not carry out repairs, maintenance or replacement of elements of the property which are the responsibility of tenants. Tenants are responsible for the following:

- Providing adequate descriptions when reporting repairs to ensure PCHA can provide a 'first time fix', if possible
- Granting reasonable access to operatives working on PCHA's behalf to carry out repairs / servicing (usually one day's notice unless otherwise agreed between PCHA and the tenant)
- Adjustment of internal doors (following installation of tenants' own floor coverings)
- Repairs or replacement of tenant's own floor coverings
- Internal decorations and decorative features such as architraves and picture rails, internal glazing, minor cracks or uneven surfaces to internal plastering work
- Accessory items including lightbulbs, wash hand basin and bath plugs, toilet seats, meter cupboard keys, radiator keys, curtain rails / blinds
- Replacing lost or damaged keys or adding additional locks
- Unblocking of sinks / toilets due to misuse (PCHA reserve the right to recharge if this is subsequently found to be the case having carried out repairs)

3.5.2 Tenants are expected to keep the interior of their properties clean and in a reasonable state of repair / decoration. These obligations also extend to exterior parts of properties including:

- Maintaining gardens in reasonable order
- Cleaning of drains and gullies – at ground level (reporting any problems with shared drainage facilities direct to United Utilities on 0345 672 2888)

- Keeping outside spaces within property boundaries free from waste and debris

3.5.3 PCHA may on a discretionary basis carry out repairs or replacement elements of properties that are the tenant's responsibility where the tenant is deemed to be vulnerable and they have no alternative means of doing works / replacing items themselves.

### 3.6 Leasehold Repair Responsibilities

3.6.1 PCHA leaseholders are responsible for all repairs and maintenance in the interior of their properties, unless works to the exterior of the property impact on the interior. PCHA will retain responsibility for the following:

- The main structure of the block, which includes any external walls, door and window frames, communal glazing, roofs and rainwater services, however, PCHA will not accept any responsibility for any damage whether accidental or willful
- Common services to the block
- Common areas within a block (although not entrance doors to an individual property)  
Note - where leaseholders have installed their own entrance doors that do not comply with fire safety regulations, PCHA may serve a compliance notice as per the Regulatory Reform (Fire Safety) Order, 2005 –as amended 2022
- Communal areas around a block and within the curtilage of the building

### 3.7 Rechargeable Repairs

3.7.1 PCHA will inform tenants or leaseholders if they will be recharged for the work at the point of contact. PCHA will inform the tenant or leaseholder and advise them of the cost they will be recharged to carry out the works. The tenant or leaseholder will then have the options to:

- Agree for the works to go ahead and make immediate payment via debit or credit card over the phone
- Agree for the works to go ahead and for a sundry debt to be raised (Emergency repairs only)
- Refuse the works and complete the repair themselves or via tradespersons employed at their own expense. PCHA retain the right to inspect any repairs carried out by tradespersons or tenants given appropriate notice. If works are not completed or not completed to a satisfactory level, this may constitute a breach of tenancy and PCHA may issue tenancy warnings, initiate possession proceedings or apply recharges

3.7.2 PCHA will not carry out non-emergency repairs until payment is received in full from the tenant or leaseholder. Recharge rates will be based on the cost to PCHA of completing the works and may vary from any original quote supplied before works are commenced.

3.7.3 Where tenants are found to have failed to undertake their responsibilities or there are repeated failures that cause detriment to the upkeep of the property or nuisance to neighbours, PCHA may issue tenancy warnings, carry out repair works and recharge the tenant or initiate possession proceedings.

3.7.4 PCHA may recharge tenants to recover costs of any discontinued investment works if it is proved that they unreasonably failed to provide access or changed their mind after materials (or designs) have already been ordered or signed-off. The amount of recharge will depend on the loss suffered by PCHA and each case will be assessed on its merits.

3.7.5 Where a tenant is deemed to be vulnerable by way of disability, immobility through old age or for any other reason, PCHA may carry out works that would otherwise be the responsibility of the tenant to complete without recharging. Each case will be considered on its merits and the decision will be at PCHA's discretion based on known information and individual circumstances.

3.7.6 Where PCHA is requested to carry out repairs or maintenance (including clearing of rubbish or maintaining gardens) that are normally the responsibility of the tenant to complete or are the result of wilful damage or neglect, PCHA will recharge tenants and leaseholders for the work concerned.

### 3.8 **Voids**

3.8.1 PCHA has procedures in place to ensure effective and efficient management of void properties. The procedures clearly set out responsibilities and the steps to be followed at each stage in the void management process including:

- Ensuring each void property is:
  - Safe: - Gas, water and electrical systems are checked and certified after the property is vacated and keys returned. The new tenant will be provided with an Energy Performance Certificate (EPC) and also the latest Landlord Gas Safety Record (LGSR), if applicable
  - Clean: - This means the house is clean, all kitchen units, sanitary fittings, windows and other landlords fittings are clean to the lettable standard
  - Secure: - Locks are changed and windows re-glazed
- Inspection and repairs: - PCHA will periodically involve customers in carrying out void inspections in line with procedures. The Asset Management Team will lead the void inspections and will assess the property against the PCHA Lettable Standard when let
- Health and safety – PCHA will ensure that all inspections of void properties are carried out in accordance with good practice and health and safety guidelines

### 3.9 **Complying with Right to Repair Regulations – Right to Repair Compensation**

3.9.1 PCHA will fully comply with the Right to Repair Regulations 1994, the main provisions of which are set out below:

3.9.2 PCHA must complete certain urgent repairs that might affect health and safety or security of tenants within specified timescales (these are known as qualifying repairs). Failure to complete the repairs within specified timescales will lead to compensation payable to tenants.

3.9.3 Qualifying repairs are set by law and the total cost of the repair must be below £250. Prescribed response times are also set by law and will depend on the nature of the repair. The response time must take into account the special needs of the tenant including their health, safety or security.

3.9.4 PCHA will advise the customer of the expected timescale to complete the repair (prescribed period) and where possible make an appointment for the repair to be completed.

3.9.5 If contractors acting on PCHA's behalf fail to complete qualifying repairs within the initial prescribed period, the tenant may inform PCHA that the repair has not been completed and request an explanation.

3.9.6 The prescribed period would in most circumstances start on the next working day that the repair notification is received and would not include public holidays, Saturdays and Sundays. Where PCHA has to carry out an inspection before works can be ordered, the prescribed period would start on the next working day following the inspection.

3.9.7 If contractors acting on PCHA's behalf fail to complete the repair within the second prescribed period then compensation will be payable to the tenant as follows:

- £10 – one off payment
- £2 for each working day the repair remains uncompleted up to a maximum of £50

3.9.8 Tenants that think they may be entitled to Right to Repair compensation should contact the PCHA Office on **0151 709 6878**.

3.9.9 PCHA will not accept liability for Right to Repair compensation when:

- The tenant informs PCHA that the repair is no longer required
- Where the tenant fails to grant access for the repair or inspection to be carried out
- Where the tenant misses an appointment that has been arranged for an inspection or repair to be carried out
- Repairs that when carried out are found to have a total value exceeding £250
- Where the repair in question is a rechargeable repair and is the tenant's responsibility to remedy

### 3.10 **Planned Works, Statutory Compliance and Cyclical Maintenance**

3.10.1 PCHA will deliver a programme of planned works to protect the condition of its stock and to reduce the need for responsive repairs. PCHA aim to increase the percentage of works that are planned on an annual basis to prevent the need for more costly responsive repairs.

3.10.2 PCHA deliver four types of planned Works:

- Planned Improvement
- Planned (Responsive) Maintenance
- Planned Cyclical Maintenance
- Structural Defects

#### 3.10.3 **Planned Improvement**

3.10.3.1 PCHA will deliver a programme of capital works to improve the condition of its stock and neighbourhoods for example:

- Replacement kitchen, bathroom and boilers
- Installation of natural and mechanical ventilation, where required by damp, mould and condensation issues
- Upgrade of partial heating systems and boilers and other works to improve energy efficiency (in line with PCHA's net zero carbon emissions aspirations)



- Replacement windows, doors, roofs
- Environmental works including fence replacement or car parking facilities

3.10.3.2 Planned works are determined by the PCHA Asset Management Strategy and the Sovini Group Carbon Reduction and Environmental Management Strategy. Priorities for planned investment will be based on:

- Available budget (Including any grant secured for environmental improvements)
- Condition of property against the prevailing Decent Homes Standard that is identified through inspection or where these works have previously been refused
- Those component parts reaching the end of their life cycle and in a condition necessitating replacement (identified through inspection) or Asset Management Information System
- Environmental priorities will be identified through appropriate consultation with tenants

3.10.3.3 When carrying out investment work, PCHA will consult with tenants on elements of the design specification of any improvement works e.g. where a choice exists for floor covering, colour scheme etc.

3.10.3.4 Priorities for planned works will be informed by:

- Available budget
- Information detailed in the PCHA Asset Register / Stock Condition Survey
- Whether any complimentary planned investment work is programmed
- The risk and impact on the tenant and business of completing / not completing works

3.10.3.5 Priorities for planned works will be outlined in an Annual Budget Plan which will include capacity and flexibility to include unforeseen works and projects as they arise.

3.10.3.6 A project management methodology will be adopted for all planned works, including ensuring the health, safety and comfort of tenants during any proposed works which may include the short term decant or provision of rest room facilities to allow works to be completed.

### 3.10.4 **Planned (Responsive) Maintenance**

3.10.4.1 Planned (Responsive) maintenance includes larger project managed repairs works that have a lead-in period and may be subject to statutory consultation and may include:

- Returning empty properties back to use
- Removal of asbestos
- Repairs to structural defects

3.10.4.2 Where works include the delivery of additional services, service charges may be applicable to tenants and leaseholders.

### 3.11 **Introduction of New Services**

3.11.1 PCHA will comply with the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 where it intends to enter into a qualifying long-term agreement (a

contract for a fixed term of more than 12 months) where any one tenant must contribute more than £100 or carry out qualifying works (where the cost of the works will exceed £250 for any one tenant).

### 3.12 **Statutory Compliance and Cyclical Maintenance**

3.12.1 Statutory Compliance and Cyclical Maintenance are works which are repeated at regular intervals such as external painting, landscaping and periodic testing. PCHA will complete a programme of Statutory Compliance and Cyclical Maintenance to cover:

- All statutory servicing requirements
- Gas servicing (cyclical inspection)
- Asbestos survey and inspection (removal of asbestos will be treated as planned)
- Portable fire equipment (cyclical inspection)
- Fire systems (cyclical inspection)
- Water hygiene (cyclical inspection)
- Lifts (cyclical inspection)
- Safety equipment (cyclical inspection)
- Portable appliance testing (where applicable)
- Wet and dry rising (cyclical inspection)
- Emergency lighting and automatic doors (cyclical inspection)
- Lightning conductors (cyclical inspection)
- Periodic Electrical testing
- Playground Inspections – (cyclical inspection with planned maintenance)
- Cyclical Painting

### 3.13 **Structural Defects**

3.13.1 PCHA will prioritise the planned works of structural defects on a risk basis, informed by the PCHA Asset Register and inspection reports. Those structural defects which pose an imminent risk will be dealt with on a responsive basis. Those structural defects which do not pose an imminent risk will be prioritised as future planned works.

3.13.2 Where new structural defects are identified, PCHA will notify insurers as soon as possible and will undertake a property options appraisal to consider the viability of options including improvement, repair, potential demolition, alternative use, sale or development of property.

### 3.14 **Management of Damp, Mould and Condensation**

3.14.1 PCHA will respond to all service requests received from customers or their representatives that involve issues with damp, mould or excessive condensation.

3.14.2 Depending on the extent of the issue, jobs may be issued for remedial works direct to PCHA's repairs and maintenance contractor. These will be by appointment agreed with the customer and will be completed in line with the repairs priorities outline in 3.1.1..

3.14.3 Where PCHA repairs contractor identifies that further, more extensive works or a technical survey is required they will notify PCHA who will make contact with the customer to arrange access via an appointment.

3.14.4 Please refer to the Damp, Mould and Condensation Policy for further details.

3.15 **Pests and Insects Infestation**

3.15.1 PCHA will deal with reports of pest and insects (including vermin) in accordance with the Tenancy Agreement. If such reports are made, PCHA may investigate the issue and advise the customer to report the infestation to the relevant local authority's Environmental Health & Safety Team, where applicable.

3.16 **Decoration Allowance and Making Good**

3.16.1 PCHA will 'make good' any damage to the structure of the building that is caused to properties during repair, maintenance or improvement works that it undertakes (unless the work is a result of tenant neglect or wilful damage, in which case recharges may apply). This will involve restoring walls and surfaces back to useable condition or condition whereby they can be decorated following the completion of works.

3.16.2 PCHA will not reinstate existing like-for-like coverings, which it has to remove to carry out a repair, maintenance or improvement works. PCHA will, however, reinstate carpet and vinyl floorings where it is possible to do so.

3.16.3 Where it is not possible to reinstate the floor coverings, PCHA may, on discretionary basis, offer a decoration allowance at the rate of up to £20 per room. However, PCHA may on case-by-case basis increase the allowance, if there is an extensive damage caused to the customer's decorations. Where this is to be applied the tenant will be kept informed.

3.16.4 In exceptional circumstances, where a tenant is considered vulnerable and no alternative is available, PCHA may consider undertaking the decoration work on behalf of the tenant.

3.17 **Applications to Alter**

3.17.1 Tenants have the right to make some alterations and improvements to their property, provided they receive written permission from PCHA following the provision of three estimates for the work by reputable contractors and have an estimate agreed, in writing. PCHA will allow an application to make an alteration provided:

- The work will not reduce the value of the property
- The work will not make the property difficult to let in the future
- The property does not become unsafe as a result of the works
- The work will not result in additional cost to PCHA
- The work will not remove adaptations within the property that PCHA have provided to make the property suitable for occupants with specific medical needs
- The tenant obtains all statutory approvals for alteration work and proofs are provided to PCHA including, as necessary: Building Regulations, Planning Consent, Electrical Safety Certificate and Gas Safety Certificate as appropriate
- An asbestos survey has been completed at the property and any asbestos found in the vicinity of the proposed alteration has been treated or removed
- The tenant accepts liability for any damage to existing fixtures, fittings, plasterwork or woodwork and this damage will be rectified at the tenant's expense
- All electrical work must be covered by an acceptable Electrical Installation Completion Certificate. The company / electrician must be registered with the National Inspection Council. One Vision Housing will be provided with a copy of the certificate for its records

- The tenant will permit an officer authorised by PCHA to inspect the alteration / installation once completed
- Copies of receipts for work carried out are supplied to PCHA on completion of work to allow Compensation for Improvement payments in the future (see below)
- The tenant understands that PCHA reserve the right to correct any defective work and recharge the tenant for the costs incurred, if it does not reach the required standards
- On termination of tenancy, the installation / appliance will be left in position and in working order

3.17.2 Further details on PCHA's stance on installation of measures designed to improve home energy performance e.g. water meters and solar panels can be found in the PCHA Home Energy Improvement Policy.

### 3.18 **Compensation for improvements**

3.18.1 On leaving a tenancy, improvements made by a tenant may qualify for compensation under the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

3.18.2 Where the tenant is exercising their Preserved Right to Buy or, Right to Acquire terms they are ineligible for compensation.

3.18.3 Tenants must apply for compensation within 14 days of the tenancy ending. To qualify for compensation the tenant must provide evidence of:

- What type of improvement that has been undertaken
- When the work was carried out
- Receipts for the work
- Evidence of written PCHA (Sefton Metropolitan Borough Council prior to 30th October 2006) permission to do the work
- Evidence of compliance with Building Regulations, Planning Consent and Safety Certificates as required

3.18.4 The value of compensation payable will be dependent on the level of depreciation in value over the lifetime of the improvement. For further details on how compensation for improvements is calculated please see the PCHA Compensation Policy.

### 3.19 **Access and Refusal of Works**

3.19.1 Through the tenancy agreement PCHA has the legal right to enter properties to inspect or carry out repairs provided tenants are given reasonable notice (at least 24 hours although immediate access may be necessary in emergencies).

3.19.2 PCHA will not allow tenants to refuse improvement works to their homes that are important to maintain the structural integrity of the dwelling, protect the asset value of the property, to prevent other components within the dwelling from deteriorating or where health and safety hazard exists.

3.19.3 Where necessary PCHA may pursue legal action in order to gain access to properties when all other reasonable attempts have been exhausted in line with the PCHA Access to Properties Policy.

3.19.4	If necessary, PCHA will take legal action to ensure all compliance and safety checking is completed on schedule e.g. annual gas service / safety checks (where applicable)..
3.19.5	Any suspected abandoned properties will be dealt with through the PCHA Suspected Abandoned Property Procedure.
3.20	<b>Housing Health and Safety Rating System (HHSRS)</b>
3.20.1	<p>PCHA will fully comply with the requirements of the HHSRS (introduced under the Housing Act 2004) and the requirements of the Homes (Fitness for Human Habitation Act) 2018, the main provisions of which are set out below:</p> <ul style="list-style-type: none"> <li>• Any residential premises should provide a safe and healthy environment for any potential occupier or visitor and</li> <li>• To satisfy this principal, a dwelling should be designed, constructed and maintained with non-hazardous materials and should be free from both unnecessary and avoidable hazards</li> <li>• To ensure properties, including common parts, are fit for human habitation at the beginning of the tenancy and throughout</li> </ul>
3.20.2	<p>In bringing all of its properties up to the Decent Home Plus Standard (achieved by PCHA in December 2010). PCHA ensured there are no Category One hazards (that provide a serious risk to health or safety) in any of its properties. PCHA will continue to ensure properties remain hazard free by:</p> <ul style="list-style-type: none"> <li>• Statutory compliance and cyclical safety testing as outlined above</li> <li>• Ensuring all void properties meet the PCHA Lettable Standard before letting</li> <li>• A continued programme of investment and improvement in its properties</li> </ul>
3.20.3	PCHA will fully comply with any 'Improvement Notices' or 'Orders' that may be served upon it following investigation by Local Authority Environmental Health Officers in pursuance of the conditions of the HHSRS.
3.21	<b>Party Wall Act 1996</b>
3.21.1	When considering work to properties with adjoining Private Owners or Leaseholders, PCHA will fully comply with the requirements of the Party Wall Act 1996 when any proposed works to party walls or party wall structures have consequences for the structural strength and support functions of the wall.
3.21.2	PCHA will assess the need to notify adjoining neighbours of proposed works on a case-by-case basis and for minor, routine works such as drilling fixings for cupboard units, rewiring or plastering works, permission under the Act will not be required.
3.21.3	<p>PCHA will provide written notification to all adjoining owners of proposed building works (that have consequences for the structural strength and support functions of the wall) in the following circumstances:</p> <ul style="list-style-type: none"> <li>• Work to an existing wall or structure shared with another property (Section 2 of the Act) – giving at least one month's notice of proposed works</li> </ul>

	<ul style="list-style-type: none"> <li>• Building a free-standing wall or a wall of a building up to or astride the boundary with a neighbouring property (section 1 of the Act) – giving at least one month’s notice of proposed works</li> <li>• Excavating near a neighbouring building (3 to 6 meters – depending on the depth of excavation) – giving at least one month’s notice of proposed works</li> </ul>
3.21.4	In circumstances where no written agreement for works to commence is received from an adjoining neighbour or a counter notice is received, PCHA will appoint an agreed surveyor(s) to prepare a ‘Party Wall Award’.
3.21.5	In circumstances where the works to be carried out are initiated by PCHA and are solely for the benefit of PCHA tenants, PCHA would normally cover the costs for the surveyors’ fees and all building costs (unless otherwise determined by the surveyors or as a result of a court order).
3.21.6	In the following circumstances PCHA may seek to recover project costs from an adjoining neighbour: <ul style="list-style-type: none"> <li>• Where work to a party wall is needed because of defects or lack of repair for which the adjoining owner may be responsible (in full or in part)</li> <li>• Where an adjoining neighbour requests that additional work should be done for their benefit</li> </ul>
3.21.7	If access is required to complete the proposed works and this is refused having given 14 days’ notice, PCHA may seek redress through the Magistrates Courts in pursuance of the Party Wall Act 1996.
3.21.8	Where PCHA receives notices of intention to carry out works to party walls from adjoining neighbours to its properties a written response will be sent within 14 days of the notice being received, agreeing or disagreeing with the proposed works.
3.21.9	Where PCHA disagrees with the proposed works, it will appoint an independent surveyor. In all cases, however, PCHA will seek to reach agreement with the adjoining neighbour in the first instance by way of amicable discussion.
3.21.10	PCHA will also ensure any necessary planning consent is obtained for any party wall works that it commissions or intends to carry out.
3.22	<b>Insurance</b>
3.22.1	PCHA will at all times carry appropriate buildings insurance to cover for loss or damage caused to buildings (or any parts of buildings and surrounding areas that PCHA has legal responsibility for).
3.22.2	PCHA is not responsible for insuring the contents of its properties including decorations and furniture. Tenants are strongly advised to take out their own Home Contents insurance.
3.23	<b>Quality Management</b>
3.23.1	To ensure the reactive repairs and maintenance service continues to reach the consistently high service standards PCHA have set with customers, PCHA will:

	<ul style="list-style-type: none"> <li>• Carry out a sample of post inspections across all work streams</li> <li>• Carry out a sample of short, call back surveys to completed repairs, subject to tenant availability and a current telephone number being available (completing 200 per month randomly selected jobs across all trades). PCHA will contact all customers who have expressed dissatisfaction to enquire if there are any outstanding, ongoing issues</li> <li>• Carry out monthly analysis of, compliments, complaints and customer satisfaction</li> <li>• Benchmark our performance against relevant industry comparators and sharing all performance information with customer representatives via tenant-led Service Review Group meetings and Tenant Inspectors</li> <li>• Facilitate Tenant Inspectors to carry out independent service reviews</li> </ul>
3.24	<b>Complaints and Appeals</b>
3.24.1	Any complaints about the operation of the PCHA repairs service will be dealt with in accordance with the PCHA Complaints, Appeals and Feedback Policy (see <a href="http://www.ovh.org.uk">www.ovh.org.uk</a> for full details).
3.24.2	In all cases of complaints PCHA will seek to resolve issues to the customer’s satisfaction at the first point of contact. Where this is not possible, customers may access PCHA’s formal, internal complaints handling process. All stage 1 and stage 2 complaints will be acknowledged within three working days and a full response given within 10 working days.
3.24.3	<p>If the complainant is still not satisfied with the response at stage 2 they may refer their complaint to the Independent Housing Ombudsman. The contact details for the Housing Ombudsman are as follows:</p> <ul style="list-style-type: none"> <li>• Online Complaints form available at <a href="https://www.housing-ombudsman.org.uk/">https://www.housing-ombudsman.org.uk/</a></li> <li>• Via email: <a href="mailto:info@housing-ombudsman.org.uk">info@housing-ombudsman.org.uk</a></li> <li>• Via telephone: <b>0300 111 3000</b> (9.15am-5.15pm: Monday to Friday)</li> <li>• In writing to: <b>Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ</b></li> </ul>
<b>4</b>	<b>Implementation</b>
4.1	The PCHA Repairs, Maintenance and Planned Works Policy applies to all staff and there is a collective responsibility to ensure adherence to all principles of the Policy, outlined above.
4.2	All staff have a responsibility to inform their Line Manager if they become aware of any failures to follow correct procedure.
4.3	It is the responsibility of the Operations Director-Assets & Compliance to ensure that this Policy and the supporting procedures are effectively implemented.
<b>5</b>	<b>Performance</b>
5.1	<p>Performance will be monitored against the following Key Performance Indicators:</p> <ul style="list-style-type: none"> <li>• Customer Satisfaction with the service</li> <li>• Average number of days to complete a repair</li> <li>• % of responsive repair jobs completed at first fix</li> </ul>

5.2	<ul style="list-style-type: none"> <li>• Average repair costs</li> <li>• % of appointments made and kept</li> <li>• % of non-emergency repairs completed in timescale</li> <li>• % of emergency repairs completed in timescale</li> </ul> <p>Performance will be monitored at Monthly Managers Performance Meetings and tenant-led Customer Empowerment Panel. Performance will be reported to existing residents on annual basis through the annual report. On the daily and/or weekly basis the performance will be monitored by the Maintenance Manager updating the Performance Monitoring system to ensure KPIs are consistently met.</p>		
5.3	<p>The Schedulers Team will run a weekly ‘No Access Report’, which will be circulated to the ‘No Access Steering Group’.</p>		
<b>6</b>	<b>Consultation</b>		
6.1	<p>All PCHA Staff have been consulted in the development of this Policy. The Customer Empowerment Panel were consulted on this Policy in April 2023.</p>		
<b>7</b>	<b>Review</b>		
7.1	<p>This Policy will be reviewed every three years (from the date it is approved) by the Departmental Management (DMT) Team to ensure its continuing suitability, adequacy and effectiveness or as required by the introduction of new legislation or regulation that impacts on the obligations of PCHA or changes to PCHA business practices.</p>		
<b>8</b>	<b>Equality Impact Assessment</b>		
8.1	<table border="1"> <tr> <td data-bbox="242 1218 798 1397">Was a full Equality Impact Assessment (EIA) required?</td> <td data-bbox="798 1218 1481 1397">Yes</td> </tr> </table>	Was a full Equality Impact Assessment (EIA) required?	Yes
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8.2	<table border="1"> <tr> <td data-bbox="242 1397 798 1547">When was EIA conducted and by who?</td> <td data-bbox="798 1397 1481 1547">The EIA completed in December 2021 by the Policy and Strategy Manager and Policy Officer is still relevant for this review.</td> </tr> </table>	When was EIA conducted and by who?	The EIA completed in December 2021 by the Policy and Strategy Manager and Policy Officer is still relevant for this review.
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		inclusion of culturally specific standards if appropriate	
<b>9</b>	<b>Scheme of Delegation</b>		
9.1	Responsible committee for approving and monitoring implementation of the policy and any amendments to it	Departmental Management Team	
9.2	Responsible officer for formulating policy and reporting to committee on its effective implementation	Director of Operations	
9.3	Responsible officer for formulating, reviewing and monitoring implementation of procedures	Director of Operations	
<b>10</b>	<b>Amendment Log</b>		
<b>Date of revision:</b>	<b>Reason for revision:</b>	<b>Consultation record:</b>	<b>Record of amendments:</b>
17th November 2020	In Line with the Review Schedule	See section 6	There are no significant changes to the Policy in this review
6th December 2021	In Line with the Review Schedule	See section 6	There are no significant changes to the Policy in this review
18 <sup>th</sup> April 2023	To align with business practice	See Section 6	<ul style="list-style-type: none"> <li>• Revised wording of ‘Service Standards’ included at 2.4</li> <li>• Revised repair priorities and process included at 3.2</li> <li>• Addition of ‘zero carbon’ works at 3.9.3</li> <li>• Inclusion of Housing Ombudsman contact details at 3.10.3.1</li> <li>• New KPI’s included at 5.1 (in line with Tenant Satisfaction Measures reporting)</li> <li>• Review schedule altered to three years rather than annual at item 7</li> <li>• Revised numbering scheme throughout</li> </ul>