

# Responsive Repairs Policy

Asset Services

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## 1. Purpose

This policy sets out Riverside's commitment to deliver an efficient and effective responsive repairs service that meets the needs of Riverside customers and enables us to fulfil our statutory, regulatory and contractual obligations.

Carrying out repairs is one of the most important services we deliver to our customers. We want Riverside homes to be maintained in an affordable manner and ensure all our homes provide our customers with a safe, warm and dry home, where everything is in working order.

## 2. Scope

This policy covers repairs services to customers who rent their home under a tenancy agreement, customers who rent under a license, and those who own them as a leaseholder (whether through shared ownership or outright). Both our repair obligations and those of our customers vary between those tenures, and this is reflected in the policy. The policy covers responsive repairs within customers' homes (including their gardens and garages, subject to terms of the tenancy, license, or lease agreement), in communal areas, and to communal assets for example, shared gardens, shared spaces including lifts and corridors.

Riverside defines a 'Responsive Repair' as unplanned work that is reported by our customers about their homes, or which arise from damage or wear and tear to communal areas and common parts. It rectifies and makes good a component, installation or part of a Riverside property for which we are responsible, when it is faulty or needs repairing.

This policy should be read in conjunction with the policies outlined in Section 4.

This policy does not include Planned or Cyclical Maintenance, which includes any Aids and Adaptation installation works.

**Appendix 1** sets out our definitions of Responsive Repairs and Planned and Cyclical Maintenance.

## 3. Principles

### 3.1 Our policy is to:

- Ensure we meet our repair obligations so that Riverside homes are well maintained, throughout the duration of the tenancy.

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- Comply with all legislative, regulatory and contractual (including tenancy) obligations.
- Deliver an effective repairs service which responds to the needs of customers, and which aims to complete repairs at the first visit within the priority times outlined within the policy.
- Ensure our customers are aware of their repair responsibilities and our repair responsibilities, and that these are met.
- Communicate effectively to our customers at all times in relation to the delivery of our responsive repairs service and enable customers to communicate effectively with us (see **Appendix 3**).
- Offer our customers suitable and convenient choice in booking appointments for repairs.

### 3.2 The following standards are the minimum that must be achieved:

- Complete an inspection where this is required to determine the nature of the repair.
- Resolve the fault at the first repair visit, wherever possible.
- Meet the repair obligations that are contained within the tenancy agreement / lease and as set within law.
- Deliver a customer focused service (Homes, not houses).
- Use a range of communications tools to deliver an efficient service to our customers during and after booking a repair with us (see **Appendix 2**).
- Deliver quality work in a courteous manner.
- Be cost effective and provide a value for money service.
- Proactively consult with customers when required.
- Flexibility to cover all types of contractual arrangements.

**3.3** As a landlord, we are required to meet certain obligations that are set out in law. Additionally, our tenancy (or leasehold) agreements set out the responsibilities for both Riverside and our customers. **Appendix 2** provides a breakdown of the responsibilities for Riverside and our customers.

**3.4** Not all repairs will require an inspection. If an inspection is required, this will be completed within 7 calendar days.

We categorise repairs with varying timescales as follows:

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Priority Code	Category	Timescale
P1	Emergency	Respond to “attend to and make safe” within 12 hours (this includes where there is a total loss of heating, hot water, water, electricity, and infestation as well as other jobs).  <b>Internal Infestation:</b> 24 hours (Riverside’s Responsibility). <b>External Infestation:</b> 48 hours (Riverside’s Responsibility).  Any follow up work (if required) will be completed within the appropriate priority time.
P2	Urgent	Within 5 calendar days.
P3	Routine Repairs	Within 28 calendar days.
P5**	Routine Repairs	Within 56 calendar days.

\*\*Used only during extreme circumstances, for example, Covid pandemic.

Details of categories for Emergency and Urgent repairs are contained in **Appendix 1**.

**3.5** We will seek to offer our customers reasonable choice in making a repair appointment. If we need to change agreed arrangements, we will contact the customer as far in advance as possible to advise them.

#### Appointment Times:

Day	Appointment Times
Monday – Friday: Morning	8:00am – 1:00pm
Monday – Friday: ‘Avoid School Run’	10:00am – 2:00pm
Monday – Friday: Afternoon	1:00pm – 5:00pm
Thursday Evening	5:00pm – 8:00pm

**Please note:** the appointment times above are not subject to any repairs that fall into the Emergency criteria (see **Appendix 1**).

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**3.6** Our tenancy, license and leasehold agreements require customers to allow us (including appointed contractors) access to their home to carry out repairs at the agreed appointment time. If we are unable to gain access to carry out the repairs and the integrity of the property, its fabric and/or the safety of the customer or those in the vicinity of the property is compromised, we will take appropriate action to gain access to carry out the repair. This may include but is not limited to obtaining an injunction for access. If we are required to gain access this way, we will consider taking both immediate and retrospective action against the customer for the breach of their tenancy conditions. We may pass on to the customer the costs incurred by us taking this action.

**3.7** Anyone working in our customer's home on our behalf is expected to meet our Code of Conduct (**see Appendix 4**). We will monitor the quality of our contractor's work and how they behave in our customers' homes. In return, we expect our customers to always treat our employees and contractors with respect.

**3.8** We aim to meet all our obligations to carry out repairs within statute and this policy. If we do not, our customers can contact us and inform us of this. We will respond to complaints regarding our repairs service in line with our Complaints policy and Customer Feedback procedure.

**3.9** We will monitor the quality of repairs through completion of Customer Satisfaction Surveys, the results of which will be published on our website.

**3.10** In the event that flooring is installed due to being damaged from a repair, newly installed flooring must meet the following minimum performance:

**Kitchen and Standard Bathrooms:**

- Surface treatment for easy maintenance and better hygiene.
- Slip resistant in wet and dry conditions (R10).
- Minimum 16 dB of sound insulation.
- Waterproof for extra hygiene.

**Wet Rooms:**

- HSE >36 PTV for slip resistance barefoot and >20 µm surface roughness / R11 shod in both wet and dry conditions.

**Communal Area (Vinyl):**

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- HSE > 36 PTV for slip resistance and >20 µm surface roughness/ R11.
- Surface treatment for easy maintenance and better hygiene.

#### Communal Area (Carpet Tiles):

- Classification BS EN 1307 (Class 33).

## 4. Further Information & Support

#### Stock Transfers:

In some instances, specific transfer promises were made as part of a former stock transfer. If this is the case, Riverside will honour any promises that were made within a formal stock transfer agreement that was issued to customers.

#### Right to Repair (Scotland):

Right to Repair Right to repair covers a number of defined repairs identified under legislation, which if not completed within the target timescales allows the tenant to seek an alternative contractor and compensation may be payable for non-completion of the works. Our Right to Repair leaflet provides further information on applicable repairs and is available on Riverside Scotland's web page.

#### Key Legal and Regulatory References:

- Building Safety Bill
- Defective Premises Act 1972
- Landlord and Tenant Act 1985
- Housing Act 1988
- Environmental Protection Act 1990
- Fire Safety Act 2021
- Gas Safety (Installations and Use) Regulations 1998
- Gas Safety Management Regulation 1996
- Housing Scotland Act 2001
- Housing Scotland Act 2006
- Health and Social Care Act 2008
- Housing Act 2004
- Equality Act 2010
- Construction (Design & Management) Regulations 2015
- Home Standard, Regulator of Social Housing 2015
- Homes (Fitness for Human Habitation) Act 2018
- Party Wall Act 2016

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- Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)

#### Related Policies and Procedures:

- Aids & Adaptation Policy
- Asbestos Procedure
- Complaints Policy
- Compensation Policy
- Customer Care Policy
- Customer Feedback Procedure
- Damp and Mould Policy
- Decant Procedure
- Driving to Work Policy
- Empty Homes Standard
- Electrical Safety Policy
- Environmental and Sustainability Policy
- Equality, Diversity & Inclusion Policy
- Financial Redress Procedure
- Fire Safety Policy
- Gas Management Policy
- Health & Safety Policy
- Lone Worker Policy
- Our Planned Standard
- Procurement and Contract Management Policy
- Safeguarding Policy
- Warning Marker Procedure
- Water Safety Policy
- Work Attendance / Sickness Policy

## 5. Roles and Responsibilities of Repairs for Riverside and Their Customers

**5.1** What we and our customers are each responsible for is set out in our tenancy / leasehold / licence agreements.

**5.2** We will maintain a list on our website of our and our customers' responsibilities (see **Appendix 2**). However, it is always the law and the individual tenancy agreements that govern these responsibilities in each case, not this website list.

In particular:

- We expect our customers to treat their homes, and carry out repairs and maintenance, in accordance with the responsibilities set out in their tenancy or lease agreement. We will not normally undertake repairs which, under the tenancy or lease agreement, are the customer's responsibility (please see below on 'Assisting our Customers').

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- If Riverside undertake a repair which is deemed a customer’s responsibility, Riverside will look to recover costs. If the repair is equal to or exceeds £109 + VAT but no more than £299, a flat rate cost of £109 + VAT will be raised and recharged back to the customer. An out of hours fee may also be applied. If the repair is equal to or exceeds £300, Riverside will look to make a full recovery of repair costs. Both the flat rate and full recovery costs will move in line with the Customer Price Index (CPI). A repair will only be recharged if there is sufficient evidence. For a list of exemptions, please refer to **Appendix 4**.
- We will not normally undertake repairs to fixtures and fittings installed by our customers. If we do attend a customer’s home and it is found to be a customer’s own installed component, we reserve the right to recover the cost of the repair from the customer; if we cannot repair then we will replace it with a component from the Riverside specification.
- Where damage is caused by customers (or their family or visitors) to their home we will expect the customer to rectify it. If the customer does not do so, or does not do so to the required standard, we may carry out the repair and recover the cost of doing so from the customer.

**5.3** We know that occasionally our customers believe that we should undertake repairs and maintenance that, under the tenancy, licence, or lease agreements, are not considered to be Riverside’s responsibility. These most commonly relate to:

**Trees and Bushes:** At the start of the tenancy, Riverside will ensure they are at a reasonable height and span (taking into account proximity to paths/buildings, blocking light etc.), are not causing damage and are not significantly diseased. We will expect customers to then maintain trees at the height and span during the tenancy. Leaseholders should check their lease agreement to check on where responsibility for trees lies, as there can be variations depending on the agreement and where the tree is situated, for example within communal gardens tree maintenance is usually Riverside’s responsibility or the responsibility of a managing agent.

**Walls, Fences and Boundaries:** Riverside is responsible for boundary fences, this includes fences that lead onto a public right of way such as a road, field, waterway or car park. This also includes dividing fences that are between two properties.

**Mould and Condensation:** We ask our customers, where they can, to adequately heat rooms. The World Health Organisation recommends 18°C; customers should also ensure that the ventilation units provided are switched on to eradicate the possibility of condensation and mould occurring. Customers who are concerned about the cost of energy bills can contact Riverside’s Affordable Warmth Team for advice. We advise that our customers clear mould

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spots as soon as they appear using an anti-fungal cleaning product. If customers have attempted to clean the area and it continues to come back, it should be reported to us so we can arrange for it to be inspected and assess the underlying cause. This only relates to social and affordable rent properties. Leasehold customers should refer to their individual lease. Please also refer to Riverside's Damp and Mould Policy for further guidance.

**Decoration:** Customers are responsible for decorating and maintaining decorative order within their homes. However, where we have completed a repair and that repair has resulted in damage to existing décor, or an obvious and significant contrast between the repaired area and existing décor, we will make good that area and decorate it. The nature and extent of the decoration will be solely at our discretion. This only relates to social and affordable rent properties. We have no such equivalent responsibilities in respect of leasehold homes.

#### 5.4 Assisting our Customers

We recognise that some of our customers may need help when it comes to meeting their repair responsibilities. We may, entirely at our discretion, provide a service in addition to the statutory and contractual responsibilities, to assist our customers who may need support to meet the conditions of their tenancy. We will make this assessment based on the individual customer's needs at the point of the repair request, including whether there is anyone else who might reasonably assist them, and whether there are any immediate risks to their health or safety. This may include an extension to the scope of repairs which we carry out.

## 6. Risks

Risk Appetite	Risk Thresholds	Risk Indicators
<ul style="list-style-type: none"> <li>We seek to avoid legal or regulatory breaches regarding Disrepair.</li> <li>Abandoned repairs will be minimised by making repair appointments and communicating details of when repairs are due to be completed.</li> <li>We seek to avoid any health &amp; safety concerns for our customers and others.</li> </ul>	<ul style="list-style-type: none"> <li>Compliance with all legal and regulatory requirements.</li> <li>Compliance with all Asset Key Performance Indicators.</li> </ul>	<ul style="list-style-type: none"> <li>Number of Disrepair claims received.</li> <li>Monthly monitoring of KPI performance.</li> <li>Number of complaints received.</li> <li>Customer satisfaction scores.</li> </ul>

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Riverside aim to meet all its obligations to carry out repairs within statute and the Responsive Repairs policy. If we do not, our customers can contact us and inform us of this. We will respond to complaints regarding our repairs service in line with our Complaints Policy and Customer Feedback Procedure.

## 8. Equality, Diversity and Inclusion

Riverside is committed to Equality, Diversity & Inclusion. We strive to be fair in our dealings with all people, communities and organisations, taking into account the diverse nature of their culture and background and actively promoting inclusion. This policy aligns with Riverside's Equality, Diversity and Inclusion Policy and has been subject to an Equality Impact Assessment.

### Appendix 1: Definitions

Term	Description
Responsive Repair	This is repair work carried out following a request from a customer, a customer's representative, or a Riverside employee. It rectifies, and makes good, a component, element or installation in a Riverside property or communal area for which we are responsible, when it is faulty or in a state of repair.
Planned or Cyclical Maintenance	This is work that is carried out on an agreed cycle and as part of our planned investment in our homes. This can be both substantial works carried out over a longer time frame. (E.g. upgrading fire systems, or door entry systems) or the cyclical repair or upgrade of components of a property or scheme (e.g. kitchens, roofing, doors and windows, gas appliance servicing).
Emergency Repairs (England)	Emergency repair requirements have an immediate health and safety risk to our customers, their home or their neighbours. We will respond to a request within 4 hours (phone call or attend) and complete a repair or carry out a temporary repair to make the situation safe within 12 hours of the repair being reported. If we carry out a temporary repair, we will return within a *reasonable timeframe to complete the repair. They may include: <ul style="list-style-type: none"> <li>- Complete loss of heating, electricity, hot water or water supply.</li> <li>- **Gas leaks or faulty carbon monoxide detectors (if you can smell gas or fumes). You should also check any safety label which is provided near to the appliance for further guidance.</li> </ul>

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	<ul style="list-style-type: none"> <li>- Blocked drains, or sewage overflowing into your home.</li> <li>- Burst plumbing or flood or leak that cannot be contained.</li> <li>- Problems flushing the toilet.</li> <li>- Burst storage tanks, cylinders or pipes.</li> <li>- Damaged or failing electrical wiring, lighting or light fittings.</li> <li>- Problems with kitchen or bathroom lights.</li> <li>- Faulty lifts.</li> <li>- Problems with equipment installed as part of an adaptation (that Riverside has installed).</li> <li>- Any serious security issues, such as a front door that doesn't lock.</li> <li>- Blocked escape route.</li> <li>- Window jammed open or shut.</li> <li>- Unsafe, insecure or broken doors and windows, including front, back, communal and fire doors.</li> <li>- Faulty external or automatic doors, gates, or warden call systems.</li> <li>- Damaged or faulty fire safety equipment, or damaged fire safety signage.</li> <li>- Exposed / damaged asbestos containing materials.</li> <li>- Anything that may present an immediate health and safety risk.</li> </ul> <p>If there is an infestation due to the design or fabric of the building, the following timescales are to be followed:</p> <p><b>Internal Pests:</b> 24 Hours</p> <p><b>External Pests:</b> 48 Hours</p>
<p>Emergency Repairs (Scotland)</p>	<p><b>4 Hours:</b> Fire, gas leak; boiler fumes leak; water mains leak within property (or flat above); no power; burst radiator (not a minor leak); insecure property; blocked or broken WC (if only one in property); community alarm failure; smoke alarm failure; health and safety related matters.</p> <p><b>12 Hours:</b> Water leak; part power failure; leaking radiator (not a major leak); no hot water; faulty drainage; common stair lighting failure; major rain penetration through roof; safety related matters.</p>

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<p>Urgent Repairs (P2 - 5 calendar days)</p>	<p>Problems with general lighting within the property (not kitchen and bathroom which are classed as an emergency)</p> <p>Severe, visible mould on internal plastered surfaces, such as ceilings or walls (please see Damp &amp; Mould Policy).</p> <p>Equipment or debris in communal areas and bin chutes, or problems with removing waste materials.</p> <p>Any hazard in communal areas, such as slip, trip and fall hazards, rodent infestations or damaged play equipment.</p> <p>Problems with communal TV aerials.</p> <p>Follow on gas work, for example if a part is required.</p>
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## Appendix 2: Responsibilities

### Riverside:

We will keep in repair the structure and exterior of your home including:

- Drains, gutters, and external pipes.
- The roof.
- External walls and doors of your home, windowsills, sash cords, external window and door frames, catches and glass, including necessary painting and decoration.
- Internal walls, skirting boards, doors and door frames, floors, ceilings and plasterwork, but not including decoration of these.
- Chimneys and chimney stacks and flues but excluding the sweeping of chimneys.
- Pathways and steps (where they are the main means of access to your home).
- Garages and stores (if included in your tenancy).
- Boundary walls and fences that are present at the start of your tenancy.
- Faulty locks to windows and doors (but not lost keys).
- Washing lines (communal areas only).

We will keep in repair and working order the installations for room heating, water heating and sanitation and for the supply of water, gas and electricity, including:

- Basins, sinks, baths, toilets (but not the toilet seat), flushing systems and waste pipes.
- Electrical wiring, gas pipes and water pipes within the boundaries of the property.
- Water heaters, fitted fires and central heating installations (if a gas fire or any other fossil fuel appliance is installed as a secondary source, it will not be replaced).
- Sockets and light fittings that were present or installed at the time the tenancy started.
- Bathroom and kitchen light bulbs that were present or installed at the time the tenancy started.

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- Smoke alarms which were present in the property at the time the tenancy started.
- Ventilation.
- Fire doors within communal premises, entrance doors onto communal walkway, and internal doors (flats only).

We must carry out annual inspections of gas appliances, pipework and flues and all properties must have a valid electrical safety inspection certificate (EICR) every five years.

We must take care to keep in repair the communal entrances, hallways, stairways, lifts, passageways, rubbish chutes and any, and all communal parts and areas, including electric lighting and septic tanks.

We will keep in repair and working order any adaptations that we have provided in the customers home, including stair lifts and hoists. We will not be responsible for anything installed by the customer or a third party (including any person or organisation that provides support to the customer).

We will not be liable for the repair of any of the items listed above, if the repair is necessary because of damage to, or neglect of the customers home by the customer (including any failure to comply with their tenancy agreement), or members of their household or visitors (please refer to section 5.2).

### **Our Customers:**

The customer will tell us about any repairs that need to be done that are our responsibility as soon as they become aware of them. The customer will allow our staff, agents and contractors access to their home.

The customer will carry out any minor repairs to their home that are not Riverside's responsibility. This includes, but not limited to:

- Replacing or repairing any fixtures or fittings (such as locks and keys, hinges, glass in doors and windows, baths, toilets, sinks, and basins) which require attention due to misuse by the customer, or members of their household or visitors to their home.
- Decorating the inside of their home and keeping it in a reasonable state of decoration.
- Keeping all baths, sinks and cisterns, sanitary fittings and drains clean and unblocked.
- Renewing chains and plugs for sinks, baths and basins.
- Replacing light bulbs.
- Repairing and, if necessary, replacing gate catches, fireplace tiles and locks.
- Maintaining in a good state of repair any fixtures and fittings that the customer installs in their home (including cookers and electrical appliances).
- Maintaining in a good state of repair all toilet seats.

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- Replacing lost keys.
- Checking and (if required) replacing batteries in any smoke or carbon monoxide detector in their home.
- Cleaning any mould caused by condensation.
- Altering doors for carpets (unless flats within communal blocks).
- Filling small plaster cracks.
- Clothes posts and lines (unless communal).
- TV aerials (unless communal)
- All “making good” and repairs when vacating a property.

The customer must keep their private garden tidy by cutting any grass regularly, keeping trees and shrubs trimmed and maintaining any flower beds.

Please be aware that repair responsibilities for Supported Housing customers will be covered by our ‘Assisting our Customers’.

### Infestations:

**Riverside’s Responsibility:** If the infestation has been caused due to a problem with the design or fabric of the building, it is Riverside’s responsibility to make safe and complete repairs. A P1 (Emergency Repair) will be raised to make safe and then a P3 (Routine Repair) to complete the repair. Riverside will be responsible for all costs.

**Customer’s Responsibility:** If the infestation has not been caused by the design or fabric of the building, it is the customer’s responsibility to resolve the matter and cover all costs. The customer may use local councils, low-cost services or private companies to help remove infestations.

### Appendix 3: How to Report a Repair and Understanding the Progress of a Repair

Riverside offer a variety of methods in which a customer can report a repair. These include:

- Our Customer Service Centre (available 24/7) via telephone on 0345 111 0000 or for One Housing customers on 0300 123 9966.
- Online via our website, or by using our Live Chat function.
- Online using our customer app My Riverside or My OneHousing.
- Via email [haveyoursay@riverside.org.uk](mailto:haveyoursay@riverside.org.uk) or [ask@onehousing.co.uk](mailto:ask@onehousing.co.uk)
- Contacting their local Riverside / One Housing representative.

Customers receive email or text confirmations after they have ordered a repair and can also check on its status via the App which can be downloaded from our website.

On the day that a repair is due to be completed customers can track where operatives are while travelling to their home for a repair appointment. It provides a real-time location and a

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method of two-way communication between the customer and operative during the journey, should there be a need for contact before arrival.

Operatives will advise customers on the status of their repair i.e. if it is complete or if any follow-on works will be required.

#### Appendix 4: Code of Conduct and Expectations

Our contractors agree to meet our code of conduct. We expect them to:

- Keep their appointments or, if it is necessary to change them, do so and advise customers of this in good time.
- Carry and show an identification card bearing their name, the name of their employer, and a recent photograph of themselves.
- Work efficiently and tidily.
- Treat the customer and their home with respect.
- Be polite at all times.
- Clear up after themselves.
- If a repair cannot be resolved on first contact, a follow-on appointment will be agreed upon on-site between the Riverside contractor and customer.

Our contractors / colleagues have a right to feel safe while at work and may remove themselves from any situation if they determine it to be necessary.

In return, we ask our customers to:

- Provide Riverside and our contractors access to their home at the agreed appointment time – or change it as soon as possible if the customer is not going to be at home at the agreed time.
- Treat our staff and contractors with respect.
- Check the contractor's identification card and if there are any concerns about the authenticity of the identity to call our customer service centre immediately on 0345 111 000 / 0300 123 9966.
- Take children with them if they have to leave the property whilst the contractor is in their home.
- Refrain from smoking inside while the contractor is in their home.

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- We ask that all non-contained pets (e.g. dogs, cats) are removed from the area of repair.

### Period of Review:

Our policy review programme is driven by service improvement initiatives, changes to legislation, regulation, evolving good practice or feedback from customers and other stakeholders. Typically, we review policies on a three-year cycle. This policy will be maintained by the Business Management & Repairs team who will be responsible for all amendments to the document.

### Rechargeable Repair Exemptions:

- Damage to the property as a result of Domestic Violence, Harassment or Hate Crime.
- Forced entry by the Emergency Services in order to conduct a welfare check.
- A previously booked job which was then cancelled at the customer's request.
- Damage to the property as a result of a mental health episode which resulted in the customer being sectioned.
- Discrepancy in the amount initially agreed and the amount actually recharged.
- Damage to the property caused by a police raid which turned out to be a case of mistaken identity.
- A repair which was missed at the time of a void inspection and is reported by the new tenant. Void inspection photos must be reviewed to provide evidence that repair was pre-existing.

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