

| | | | |
|--------------------------------------|--|-------------------------|---------------------------------|
| Policy title: | Repairs, Maintenance & Improvements Policy | | |
| Scope: | Aspire Housing | | |
| Policy owner & job title: | Executive Director, Property | | |
| Approver: | Aspire Housing Board | | |
| Date: | February 2018 | Review Due Date: | 31/03/22 Under review |

POLICY SUMMARY

This policy sets out the overall approach to how Aspire Housing repairs, maintains and improves its housing properties. This includes the way in which we deliver our responsive repairs service to our customers. The service is one of our most important functions as landlord and we need to communicate and deliver it well to ensure no risks to the health and safety of our customers and to achieve high levels of satisfaction with the service.

Aspire also needs to ensure that it considers responsive repairs in the context of wider property asset management, to ensure that our stock is well-maintained and achieves the necessary standards of compliance and safety, meets the needs of customers, and makes best use of our resources over the long-term in order to maximise the impact of our investment.

The policy incorporates the previously separate policies relating to Rechargeable Repairs and Fencing & Boundary Treatment.

The full provisions of this policy only apply to customers living in social and affordable rented homes with assured, secure or assured shorthold tenancies. The full scope of this policy does not apply to residential or commercial leaseholders and other customers where management services are provided by Aspire.

Associated Legislation, Policies and Procedures:

- Landlord and Tenant Act 1985
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Housing Acts 1985, 1988 and 2004
- Leasehold Reform, Housing & Urban Development Act 1993
- HCA Regulatory Standards

- Asset Management Strategy
- Tenancy Agreement
- Electrical Safety Policy
- Gas Safety, Alternative Heating Sources & Carbon Monoxide Policy
- Residential Leasehold Management Policy
- Adaptations Policy
- Compensation Policy
- Complaints Policy
- Lettable Standard
- Asbestos Management Plan
- Health & Safety Procedures
- Group Code of Conduct and Probity Policy

POLICY STATEMENT

The key objectives of the Repairs, Maintenance & Improvement Policy are to:

- Provide reliable and cost effective repairs, maintenance and improvement services, with the objective of completing work right first time and in line with our corporate values.
- Provide services which are easily accessible at a time and in a way to suit our customers and which deliver high standards of customer care
- Ensure customers are aware of their contractual obligations and responsibilities for minor repairs (see Appendix A)
- Communicate with our customers to keep them informed of our intentions at all stages of delivery of this policy
- Ensure that there is a clear forward plan in place for investment in our properties
- Keep in repair the structure and exterior of our property and its fixtures
- Keep in repair and proper working order all installations for the supply of water, gas and electricity, for sanitation and for space and water heating
- Ensure that our properties remain sustainable in terms of management, lettability and maintenance, and that there is a rational basis to decisions regarding investment, remodelling or disposal of properties
- Maintain all entrances, halls, lifts, stairways, passageways, lighting, door entry systems and other parts provided for common use
- Ensure that, where provided, fire protection systems and fire fighting equipment is adequate, regularly inspected and serviced
- Work in partnership with our customers to continuously drive service improvements
- Promote environmentally-friendly and sustainable working practices, materials and specifications wherever practicable

Legal and Regulatory Framework

Landlord and Tenant Act 1985: This Act imposes on landlords an obligation to carry out basic repairs, covering the structure and exterior of the property and installations for the supply of water, gas and electricity, and for sanitation and for space and water heating. There is also an implied covenant to maintain the property in good order.

Defective Premises Act 1972: Section 4 of this Act places a duty on landlords to take reasonable care to ensure that anyone who might be expected to be affected by defects in a property is reasonably safe from injury or damage to their property.

Environmental Protection Act 1990: This Act makes provision for the control of premises which are considered to be prejudicial to health or a nuisance. This legislation means Aspire may become liable for damages and compensation to customers and their families who suffer as a result of failure to maintain properties so as not to be prejudicial to health or a nuisance.

HCA Home Standard: This sets out that homes must comply as a minimum with the Government's Decent Homes Standard and the standards of design and quality that applied when the property was built. It also requires that Registered Providers (a) 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, and (b) meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

Equality & Diversity

We are committed to eliminating all forms of discrimination against customers. We will ensure that all customers are able to access the service and that any barriers are identified and addressed with the customer. Particular regard will be given to identifying vulnerable tenants who may require support with using the service and meeting their obligations.

Key Aspects of the Policy

a) Strategic Approach to Repairs and Maintenance

Our approach to repairs and maintenance is underpinned by the need to provide a high level of service quality to customers, with the objective of completing repairs and improvements right first time, whilst ensuring that our activity delivers the best long-term value for and sustainability of the housing stock.

We will undertake a five-yearly stock condition survey which will inform our Business Plan and 30-year investment forecast along with a detailed 5-year forward programme of planned maintenance.

We will keep under regular review the costs of each area of asset management activity, benchmarking against other organisations and seeking to identify and address any factors that contribute to relatively high or increasing costs. We will monitor the performance of individual properties and whole schemes and estates, to identify where any further intervention may be required beyond the normal planned and cyclical maintenance programme. This will include plans to address any properties with a higher than expected cost of maintenance or level of responsive and void repair activity, and ensuring that a significant proportion of our expenditure is on planned maintenance and improvement as opposed to responsive maintenance.

As part of its responsive repair reduction strategy, Aspire will monitor those properties where the number or cost of repairs is disproportionately greater than the average for all of Aspire's properties. In such cases targeted inspections may be undertaken prior to raising further works order with a view to assessing requirements for preventative maintenance, major repairs or improvements. Where required, advice will be given to customers and/or tenancy enforcement action may be taken.

Aspire will take steps to reduce the cost of responsive maintenance that it carries out. Initiatives to achieve this include:

- Targeting of the planned maintenance programme
- Effective tenancy enforcement to ensure customers fulfil their obligations in relation to their property
- Recharging customers where they cause damage or neglect their properties
- Activity to reduce the number of properties becoming empty
- Options appraisals and strategies to address high cost properties or schemes, which may include intensive management, remodelling, sale, change of use or redevelopment, where maintenance costs exceed their value or do not meet the needs of customers

b) Customer and Landlord Responsibilities

Aspire tenancy and leasehold agreements set out the contractual responsibilities for Aspire and our customers. Reference should be made to individual tenancy agreements as these set out the specific contractual responsibilities for Aspire and our tenants.

Appendix A details the respective repairs responsibilities of Aspire and customers living in social, intermediate and affordable rented homes with assured, secure or assured short hold tenancies or licenses.

Leaseholders will have a different set of responsibilities for properties they occupy. These are set out in Appendix B.

Generally, we expect our customers to:

- Keep the inside of their home clean and in good condition and keep gardens and communal areas clean and tidy. This includes maintaining grass, plants and

tree branches within the property boundaries so as not to cause a nuisance to other customers.

- Undertake minor repairs (see Appendix A) and avoid doing anything which may result in blockages to pipes and drains.
- Make a formal request and receive Aspire's consent before carrying out any work that involves removal or alteration of fixtures and fittings within the property (e.g. utility, services, kitchens, bathrooms) or extensions or conversions to the property (e.g. conservatories, loft conversions, removal of internal walls)

c) Planned Maintenance

Aspire will undertake a five-yearly stock condition survey to inform its forward programme of investment. The planned improvements programme includes such work as central heating replacement, new kitchens/bathrooms, re-roofing and rewiring. It will be developed using stock condition data (remaining life and condition of the element to be replaced) to ensure that as a minimum Aspire meets the Decent Homes Standard. The stock condition survey will be validated by specific surveys to properties proposed to be included in the following year's programme to confirm the work required and ensure that a detailed address list is available to Aspire Response or the nominated external contractor. We may also identify planned works that are required to address specific management or maintenance issues, for example lettability or anti-social behaviour, which will be informed by our assessment of asset performance.

We expect customers to provide us with access to the property to carry out planned improvements at the agreed time, to remove belongings to allow access for work to be undertaken and to provide a clean, smoke free environment for Aspire's employees or contractors to work in.

Properties may not be included in the programme in the following circumstance:

- Where stock condition surveys have not been carried out, in particular where access has not been granted by the occupier
- Where customers are more than 4 weeks in arrears with their rent unless a payment plan has been put in place with Aspire's Income Management Team (except where failure to carry out the improvement would constitute a health and safety risk to the occupier)
- Where it can be shown that the customer's lifestyle or neglect has had a disproportionate impact on the condition of the property compared to when they first occupied the property

d) Access to the repairs service

Our aim is to provide our customers with easy access to our services through different routes to meet their needs and at a time and place to suit them.

Reporting repairs

Where possible customers are encouraged to report all non-emergency repairs through the Aspire website. All repairs can be reported by Live Chat via the website or telephone through our contact centre during normal office hours, or at any time via

our website or via the 'send us a message' option on the website. Customers can also report repairs via other members of staff, for example where they are visited by Aspire staff.

We encourage customers to report repairs to us as soon as they have become aware of a problem. In some schemes (for instance, sheltered accommodation) the repairs might be reported through the Wellbeing Services Advisor or other on-site worker.

We will operate an 'out of hours' emergency service every day of the year which is accessed by telephone. If the reported repair is deemed not to be an emergency the customer will be advised that it will be dealt with as a non-emergency repair and be asked to report the repair online or contact our contact centre during office hours to report it.

Repairs appointments

All non-emergency repairs, except communal repairs, will be made by appointment with the customer, or sometimes through a Wellbeing Services Advisor. We aim to minimise the time between a request for a repair and its completion in line with the timescales set out in d) below, unless the repair can be more cost effectively carried out as part of a programme of planned or cyclical works.

We will offer an appointment for the repair to be completed at the time the repair is reported. Where possible, this will be at a time and date convenient for the customer during normal working hours of 8am to 6pm, Monday to Friday, with a late night option to 8pm on Thursdays and weekend option of 8.30 to 12.30 on Saturdays.

Customers will be informed about progress with their repairs through means that are convenient to them including telephone and text messaging. Text messages are sent to the customer's registered mobile phone number only for appointment confirmation, re-arranged appointments, reminder of appointment and follow-on appointment following an initial visit. This will include updates on communal repairs to blocks of flats.

Text Message reminders are not sent for emergency repairs, the attendance arrangements for emergencies are communicated and agreed by telephone at the time the emergency is reported.

Access

We expect customers to provide us with access to the property to carry out repairs at the appointed time, to remove belongings to allow access for work to be undertaken and to provide a clean, smoke free environment for Aspire's employees or contractors to work in. We will send text reminders to all customers with a registered mobile phone number the day before the appointment.

In the event that customers persistently fail to meet more than one pre-arranged appointment for a specific repair, Aspire will reserve the future right to introduce a "no access" charge subject to further consultation with customers. In addition access to

the on demand repairs service may be limited where there have been persistent failures to meet appointments, unless the works are of an emergency nature and a risk to the health and safety of the customer or any third parties or a serious risk to the property.

Where Aspire fails to attend an appointment at the earliest opportunity we would apologise and explain the reason for the failure to attend and would prioritise the re-appointment of the repair at the next available appointment slot.

Some jobs, including communal repairs, may require an inspection visit before the repair is arranged. These will include:

- where investigations to identify the problem are required
- where previous repairs have not resolved the problem
- where there are boundary or ownership issues
- where there are potential policy implications (e.g. where a generic problem has been identified)
- where the scale of work indicated by the customer suggests that it may be appropriate for it to be included in a wider programme of repairs

Aspire may in exceptional circumstances need to gain emergency access to a property, in order to carry out essential emergency repairs, to remedy a serious health and safety risk, or where there is reason to believe the customer is incapacitated or has died in the property.

Vulnerability

Where it has been identified that a customer has a vulnerability or need that would require a prioritised response or directly impacts on their ability to carry out a repair themselves, Aspire will assess the case on its merits, and may prioritise the repair or agree to carry out the repair on their behalf.

Decisions made by staff that divert from the responsive repairs policy will require authorisation from the Operations Manager within Aspire Response.

e) Categorisation of Repairs

Repairs will be categorised as follows:

| Category & Criteria | Response Time |
|--|--|
| <p>Emergency repairs - where there is:</p> <ul style="list-style-type: none"> • An immediate or potential danger to health or risk to the safety of the occupant • Danger of serious damage to the property | Make safe or secure within 4 hours |
| <p>Non-emergency repairs – non urgent work where the repair does not cause or have the potential to cause immediate danger to occupants or the public or</p> | By mutually agreed appointment (Aspire aims to complete nonemergency repairs within an average time of 8-12 calendar days from the date of report) |

| | |
|---|---|
| serious damage to the property. | |
| Packaged works (Major repairs) – non emergency major repair work that may need pre-inspection and may need the co-ordination of a numbers of trades and specialist equipment such as machinery or scaffolding. These repairs will be packaged together to optimise the undertaking of these works. | By mutually agreed appointment following the pre-inspection assessment. |

Emergency repairs

Emergency repairs (criteria set out above) include but are not restricted to the following examples:

- No power to the property
- Gas leaks
- No heating (1 November to 31 March only)
- No hot water
- Blocked toilet, drains or soil pipes (customers will be recharged in cases where toilets are blocked due to nappies or other inappropriate materials having been flushed down them)
- Water leaks – depending on severity
- Property not secure due to damage to ground floor windows, making them easily accessible or an insecure external door
- Customer cannot gain access to the property due to lost keys (customers will be recharged for the costs of lock replacement due to lost keys)
- Fire alarm or smoke detector failure
- Lifts not working
- Communal lighting not working in flatted blocks
- Damage from storms, fire or floods

The main purpose of the emergency repair service is to make safe or secure. Whilst every effort will be made to undertake a full repair when responding to an emergency during normal working hours of 8am to 6pm Monday to Friday, this may not always be possible and a further repair visit for follow on work may be required.

Outside normal working hours, the emergency repairs service will be to make safe only, other than in the case of loss of heating during the winter period. Where it is not possible to restore heating and hot water on the day of the emergency appointment temporary heaters will be left and a follow-on appointment agreed with the customer at the earliest opportunity. Making safe may involve turning off the water supply or boarding up a window with follow on work to be undertaken, wherever possible, during the next working day.

f) Communal Repairs

Communal repairs are carried out to entrances, halls, lifts, stairways, passageways, lighting, door entry systems and other parts provided for common use. They may also be carried out on fencing and to other external structures which are the responsibility of Aspire as the landlord. Some communal repairs might be 'programmed' (i.e. jobs in the same scheme/group of properties collated to be completed together). In such cases we will inform customers when we do this and the revised timescale for completion.

g) Rechargeable Repairs

Where a repair is judged to be down to the following on the part of the customer:

- wilful damage
- neglect
- misuse
- abuse

then Aspire expects the customer to undertake the repairs or remedial work required, or to repay the cost of such work. The cost of repair will include an administration charge and VAT on top of the actual repairs cost to Aspire. Repayments will be discussed and arranged with the customer prior to an appointment being made to undertake the work. Except in the case of an emergency or any other exceptional circumstance, the work will not be undertaken until the customer has signed to accept responsibility and/or has made a payment, which may be a minimum deposit through to payment in full (dependent on the customer's circumstances).

Every effort will be made to reach agreement with customers in relation to recharged costs, but Aspire reserves the right to take all action necessary to recover amounts owed to it, including court proceedings and instruction of bailiffs.

Aspire reserves the right to refuse requests for transfers or mutual exchange where there are outstanding repairs for which the customer is responsible.

Where it can be shown that due to lifestyle or neglect a customer has had a disproportionately negative impact on the condition of a key component of their property such as the kitchen or bathroom, compared to when the customer first occupied that property, the property may be excluded from planned improvement programmes and further repairs limited.

Aspire has a duty to assess a customer's vulnerability and ability to pay. In making decisions on what point to make a recharge due regard will be given to customers with mitigating circumstances or who are considered to be vulnerable or have special support needs. Any exception will be the decision of the relevant manager.

There will be circumstances in which recharges will not be applied:

- To the family of a customer who has passed away if there is no estate
- When a customer is admitted to residential care and has no means to pay

- Where the customer has been a victim of a serious crime which has been reported to the Police and has a crime reference number or other supporting evidence from the Police
- Where the damage is accidental and is a result of a customer's identified vulnerability

Customers will have the right to appeal against any decision to deem a repair rechargeable.

Aspire will promote the availability of low cost home insurance to new and existing customers.

h) Empty Homes

Aspire aims to inspect all properties prior to a property being vacated. Advice will be given to the outgoing customer on their obligations and any rechargeable repairs that are considered necessary.

Works to bring the property up to Aspire's Lettable Standard will generally be undertaken whilst the property is empty with works prioritised to minimise the length of time properties are vacant.

Planned improvements may not always be undertaken prior to occupancy. A timescale will be agreed with the incoming customer for the completion of such works, depending on the timing of the proposed programme and condition of the relevant fittings or components.

i) Compliance and Cyclical Maintenance

Aspire will ensure that all gas central heating systems and gas appliances that it is responsible for are serviced annually. Aspire has a Gas Safety, Alternative Heating Sources & Carbon Monoxide Policy that sets out its approach to servicing and also to dealing with those customers who prevent access to their property to carry out annual gas servicing, which may on occasion involve taking legal action.

Aspire will undertake a five-year electrical safety inspection of all properties as set out in the Electrical Safety Policy.

Aspire will also undertake regular servicing and testing of fire alarms, smoke alarms and emergency lighting where these are provided by Aspire. Aspire-owned electrical equipment will be regularly safety tested and, where provided, fire fighting equipment will be maintained.

Cyclical works are those that need to be done on a periodic basis. Aspire will plan and operate a seven year external and internal painting programme for communal and common areas.

Decoration within the home is the responsibility of the customer other than when the property is first let when its decorative condition will meet the Aspire Lettable

Standard unless otherwise agreed with the incoming customer. In these circumstances decoration vouchers may be issued for the customer to undertake their own work.

j) Pre-inspections

Pre-inspections may be required in advance of repairs taking place to assess the extent of the work or materials required. Where an inspection is necessary, the customer will be informed of this and an inspection appointment will be made on a mutually agreed date for an am or pm appointment slot. Aspire aims to complete inspections within the same timeframes as non-emergency repairs.

Customers will be informed of the outcome of inspections as soon as it practical after they have taken place. Inspections may not result in work being undertaken in all cases.

k) Major Repairs

Major repairs are jobs that requires more planning and/or resources than standard non-emergency repairs or where non-standard materials are required.

Major repairs will generally arise as result of a repairs request made directly by a customer. In most case an inspection to determine the extent and most appropriate approach to the major repair will be required prior to approval being given for the work to go ahead.

Examples of major repairs include:

- Work covered by government legislation e.g. party walls
- Structural work such as floor heave or subsidence
- Repairs or renewal where scaffolding is required
- Extensive damp proofing work
- Large areas of paving
- Garage forecourt renewal
- Major fencing works
- Major drain repairs or renewals

For reasons of economy or efficiency, major works may be grouped together in programmes of work, and where possible linked to elements of the planned maintenance programme. As such the time within which major works are delivered may vary. The customer will be kept informed of timescales prior to work being undertaken.

l) Leaseholder Consultation

We will identify on an annual basis in advance any works which may require statutory consultation under Section 20 of the Landlord and Tenant Act 1985 (as amended). This will be any one-off works which are at a cost of £250+ per leaseholder or a long term qualifying agreement which is at a cost of £100+ per leaseholder per annum.

Where it is not clear whether statutory consultation must be carried out, we will seek appropriate legal advice.

Where we have new build development that include communal parts (e.g. unadopted roads, parking) a sinking fund may be set up to recover the cost of replacing major capital items. The calculation of a sinking fund is based on a professional assessment of the life expectancy of building components. The sinking fund is collected on a monthly basis from all leaseholders apart from those at Mill Rise extra care where it is collected in arrears upon the sale of the individual apartment.

The sinking fund avoids or offsets the need to pay large one-off sums when major works are required. In order to recover full cost we have to consult with leaseholders before ordering any major works unless it is an emergency.

Whether or not we are legally required to carry out consultation in compliance with the legislation, we may still wish to carry out more limited consultation, in line with our own general procedures and good practice.

m) Fencing and Boundary Treatment

Subject to the availability of resources, a planned Fencing and Boundary Renewal Programme will be carried out based upon stock condition information, strategic asset management requirements and intelligence gathered by Neighbourhood teams.

Fencing and gates may be provided in advance of planned programmes in the following instances:

- where there are Health and Safety concerns, e.g., substantial difference in ground level at the boundary of areas of land in question
- where vulnerable boundaries exist – e.g., adjacent to main roads and footpaths, border a canal or railway line embankment (either used or disused)
- to prevent anti-social behaviour/trespass where it is deemed to be a significant risk
- where customers are deemed to be particularly vulnerable
- on Community Living schemes or in respect of elderly persons accommodation

Any fencing installed by Aspire Housing will be repaired and maintained in accordance with the Tenancy Agreement.

If a former Customer has erected good quality fencing having gained permission, Aspire Housing may choose to accept future maintenance responsibility rather than removing it when the property is empty.

Responsive repairs to fencing that has not been installed by Aspire will only be carried out in circumstances where damage has been caused by:

- adverse weather conditions

- wear and tear
- vandalism by third parties who are not Aspire customers (the costs of repairs in these circumstances will be recharged wherever possible).

Aspire will not generally encourage the removal of hedges. However removal of hedges may be necessary where extenuating circumstances prevail, for example to effectively facilitate a planned fencing programme following consultation with the affected customers.

Aspire Housing will ensure that ownership of boundaries is clearly specified and defined when properties or land are disposed of and will generally seek to remove and reduce its liability for boundaries in this scenario. In cases where a boundary not in Aspire ownership is impacting negatively on Aspire property or customers, the company may choose to secure the boundary either partially or fully at its own cost. The Property Director will review any such cases and determine an appropriate course of action.

All requests from customers to erect fencing will be considered in accordance with the Tenant Private Works policy and procedures and must meet the Aspire Housing specification.

Where a fence or gate is to be repaired, the replacement will be of the same specification up to 3 panels, or to the agreed Asset Management specification if over 3 panels.

Front boundary fencing should be no higher than 3ft or 1 metre high and meet the agreed Asset Management specification.

n) Tenants' Own Improvements

Customers wishing to carry out work on their properties beyond their general responsibilities listed in the appendices must seek permission from Aspire in advance in accordance with the Tenant Private Works (TPW) Policy and Procedure.

Aspire will inspect any approved works after completion to ensure that the standard of materials and workmanship are sufficient and that the work has been fully completed and any relevant certification has been issued.

In the event that customers have carried out work to their properties and then decide to move, they may be required to reinstate the property to the condition it was in before they carried out the work. Aspire will comply with the statutory requirements of 'The Right to Compensation for Improvements' scheme.

o) Right to Buy and Right to Acquire

Once a customer has applied to buy their home, Aspire will only carry out those basic repairs required by law prior to the completion of the property purchase. No planned improvements will be carried out once an application to purchase the home has been received.

p) Service Quality and Improvement

We aim to consistently deliver our responsive repairs services to our published customer service standards. We are committed to working in partnership with our customers to achieve improvements in service delivery and performance. We will do this by tracking and analysing the performance of the repairs service, and by working with customers through a range of involvement initiatives for instance, mystery shopping, customer groups, repairs and maintenance forums etc to identify areas for improvement and monitor the delivery of action plans. We will consult customers and external stakeholders on any revisions to this policy.

We aim to deliver an efficient and effective business, demonstrating value for money to our customers with a high standard of service delivery provided at reasonable cost. We have a range of mechanisms in place to demonstrate and improve our service delivery, including benchmarking cost and performance data; market testing of the responsive repairs service against other housing associations and external providers; and undertaking internal business reviews.

Feedback from customers on the quality of the service received is important to us to help in the continuous improvement of this service. Regular customer satisfaction surveys will be carried out following the completion of a repair. We will work closely with our customers to use this information, and other feedback, to track and improve service performance and quality and ensure we are delivering an efficient and effective service. We operate a feedback procedure for customers who wish to inform us where our service fails to meet our standards.

Post-inspections of jobs undertaken will be carried out when a customer is dissatisfied because:

- The repair carried out has not rectified the problem
- The quality of workmanship is not acceptable

We aim to complete non-emergency repairs on the first visit and will monitor our performance against this measure. Sometimes, during the course of a repair, additional works might be required. We have procedures in place to ensure the repair is completed within our target timescales and to the satisfaction of the customer. These procedures give us the flexibility to complete the repair in the first visit without the need to make a new appointment.

Information on a range of basic maintenance issues will be available on request and on the Aspire website.

q) New Build Properties

All works carried out as part of new build or improvement contracts are covered by a defects liability period. This will start from the date of completion. Usually the defects liability period is:

- 6 to 12 months for building repairs (including electrical or mechanical works)

- Up to 24 months for some special components

Customers will report repairs for new or improved properties to the contact centre in the normal way. These repairs will be passed to the relevant contractor which may be Aspire, where it is not a defect with the building, or the original contractor. We will monitor for completion, ensuring that urgent defects are prioritised by following our defect reporting procedure.

Some defects, such as design, product failure or workmanship faults happen after the liability period but within a 6 or 12 year limitation period. Where we can prove that it is a latent defect, the original contractor may be liable to carry out remedial works or exercise warranties offered by the NHBC (National House Building Council) and other insurers to carry out works for some elements. We will mitigate the impact on the customer whilst we are establishing liability and seeking recovery from the relevant party.

r) Safety of Staff and Contractors

Aspire operates a Group Code of Conduct and Probity Policy for our own operatives who carry out repairs on our behalf. In addition we take seriously any action by customers who harass or threaten to harass or use or threaten violence towards Aspire staff, agents or contractors. We will always take action to protect our staff where such circumstances arise. In extreme circumstances this may involve police action.

RESPONSIBILITIES OF EMPLOYEE

It is the responsibility of our staff to ensure that:

- The policy is adhered to in relation to eligibility for repair, categorisation and any recharge
- To be familiar with the specification and standards
- To advise customers of the nature and timescale of response
- To ensure that work is allocated to and completed satisfactorily and on time by suitably qualified operatives and/or subcontractors
- To ensure value for money in the delivery of all repairs and maintenance services

It is the responsibility of all staff and contractors visiting properties or schemes and estates to inform Aspire of any potential safety and disrepair issues, including potentially unauthorised and unsafe installations. This also applies to any potential safeguarding or vulnerability issues.

All staff and contractors should be minded that they represent Aspire at all times and ensure that the Company is not brought into disrepute by any action or omission on their part.

RESPONSIBILITY OF ASPIRE

Staff Training and Competence

The Company will ensure that all maintenance staff are competently qualified, and in particular with regard to gas engineers and electricians in line with the Gas Safety and Electrical Safety Policies.

All relevant staff will be fully briefed on the implementation of the Policy and associated procedures and any identified training needs met.

Responsibility

The Chief Executive, Executive Director of Property, Head of Aspire Response, Operations Manager (Aspire Response), Compliance Manager and Programme Manager (Aspire Housing) are responsible for ensuring the effective and efficient delivery of repairs and maintenance, by monitoring the performance of its in-house workforce and external contractors, including the procurement and management of appropriate third-party contracts.

Consultation and Review

The Company will review its Repairs, Maintenance & Improvement Policy formally every 3 years (unless regulations change or there is reason for a review). Customers will also be informed about any changes affecting customers.

APPENDIX A: REPAIRS RESPONSIBILITIES

The responsibilities contained in this section generally apply to customers living in individual rented properties. However, reference should be made to individual tenancy agreements as these set out the specific contractual responsibilities for Aspire and our tenants. Schemes may have different arrangements outlined for landlord and tenant responsibilities, especially in relation to specialist equipment (e.g. replacing lamps/bulbs in specialist light fittings).

Additionally, in cases where we manage and own the properties but have a superior landlord, that landlord may be responsible for some or all of the repairing obligations.

OUR RESPONSIBILITIES AS A LANDLORD

Structure of building and exterior of property

We are responsible for keeping in repair the structure and exterior of a customer's home and the building in which it is situated. This includes:

- Foundations
- Roof
- Outside walls
- External decoration
- External doors, frames, jambs, thresholds, fasteners / locks (except where lock replacement is required as a result of the customer locking themselves out), necessary painting
- External windows, including sills, frames, catches, window fasteners / locks, sash cords, glazing putties, failed double glazing units, necessary painting (smashed glass will only be replaced if it is as a result of a crime and there is a crime reference number)
- Internal walls (repair not decoration)
- Skirting boards
- Ceilings and plasterwork (excluding minor cracks, painting and decorating)
- Internal doors, frames, jambs, fasteners (excluding painting)
- Post boxes (in blocks of flats)
- Floors (but not floor coverings – unless damaged in floor repairs)
- Chimneys
- Pathways, steps or other means of access
- Garages and stores that are part of the property
- Pests (only where point of entry has been shown to be as a result of a design fault or damage to the exterior of the property or fleas within the first 3 months of occupancy)
- Pests (where an 'Environmental Health Notice' has been threatened or issued to Aspire)
- Pests in communal areas

Gas, water and electricity

We are responsible for repairing all leaks. We are responsible for keeping in repair and working order installations for the supply of water, gas and electricity. This includes:

- Basins
- Sinks
- Baths
- Toilets
- Showers (including riser rails and shower curtain rails)
- Flushing systems and waste pipes
- Taps and washers
- Electrical wiring
- Gas and water pipes
- Stop taps
- Water and space heaters
- Fireplaces
- Fitted fires (gas and solid fuel fires will be removed as per our policy)
- Sockets
- Light fittings including sealed units and fluorescent tubes (excluding bulbs)
- Drains
- Gutters
- External pipes

Communal areas

We will ensure that the communal areas are kept in reasonable repair, and are fit for use. This includes keeping communal area lighting and entry phones in working order. It is our responsibility any communal parts decorated.

Insurance

We are responsible for insuring the properties which we own. Any works that Aspire is obliged to carry out as the landlord may be covered by the buildings insurance.

TENANT RESPONSIBILITIES

General provisions

We expect our customers to:

- Keep the inside of their home clean and in good condition
- Keep gardens and communal areas clean and tidy. This includes maintaining grass, plants and tree branches within the property boundaries so as not to cause a nuisance to other customers (Schemes will have grounds maintenance provisions)
- Undertake minor repairs (see below)
- Avoid doing anything which may result in blockages to pipes and drains (e.g. disposing of fat, oil, sanitary products, nappies etc. down toilets or in sinks)
- Use fixtures and fittings for the purpose for which they were intended (e.g. not using worktops as chopping boards etc)
- Take responsibility for pest control, including vermin removal (rats or mice in the dwelling), wasp/bees nests and de-infestation, except where point of entry

has been shown to be as a result of a design fault or damage to the exterior of the property

- Make the lifestyle changes necessary to resolve instances of condensation such as not drying washing indoors or leaving extractor fans switched off. Where condensation is the likely cause of any reported dampness, Aspire will advise customers of the action they need to take to deal with the problem and prevent further incidences¹ Interior and exterior of a property
- Door locks and keys (Aspire will only replace front door locks free of charge if the damage is the result of crime, where a police crime reference number must be provided)
- Fitting extra locks and catches
- Replacing shower heads and shower curtains (Replacement shower heads must be compatible with the shower type and model installed, defects or repairs arising from use of unsuitable shower heads will be recharged to customers.
- Clearing blocked sinks, basins, bath or shower waste pipes
- Clearing blocked toilets where blockage originates within the dwelling
- Cleaning and de-scaling toilets, wash basins, baths and showers
- Replacement of bath and basin plugs and chains
- Supply and installation of bathroom cabinets, towel rails, toilet roll holders and mirrors
- Replacing toilet ring seats and covers
- Making sure windows are opened regularly, particularly in the bathroom, kitchen and bedrooms to avoid the formation of condensation and mould growth (we recognise that we have obligations under the Housing Act 2004 and the Environmental Protection Act 1990 to deal with certain cases of condensation and damp, these will be addressed following completion of a surveyor inspection)
- The supply and fitting of curtain rails
- Maintenance of any fixtures and appliances not fitted by Aspire
- Installation and maintenance of gas cookers and maintenance of any gas appliances not fitted by Aspire, subject to the provisions of the Gas Safety, Alternative Heating Sources & Carbon Monoxide Policy
- Re-lighting boilers and setting heating controls
- Re-setting trip switches
- Customer installed battery operated smoke alarms
- Internal painting and decorating
- Maintenance or adjustment of tv aerials / satellite dishes serving individual dwellings
- Floor coverings not fitted by Aspire
- Adapting doors to accommodate carpets
- Making good minor gaps between skirting and floors
- Plumbing in washing machines or dishwashers
- Replacing plugs, lamps and customers' own light fittings
- Shelving, coat rails etc
- Pest control, e.g. vermin removal (rats or mice in the dwelling), wasp/bees nests, de-infestation (refer to general provisions above)

- Rubbish clearance
- Customers own fences and sheds
- Cleaning front areas
- Gardening at individual properties
- Garden maintenance including tree branches, hedges, bushes and lawn cutting (for individual properties)
- Clothes lines, posts, tidy-dryers and rotary dryers other than where installed by Aspire
- Provision/replacement of dustbins (via Local Authority where appropriate)
- Other minor repairs such as
 - renewal of sealant around bath, wash hand basin, kitchen sink and showers
 - making good minor cracks to wall or ceiling plaster
 - bleeding radiators
 - changing light bulbs and fuses (except in some schemes)
 - replacing doorbell batteries and bulbs (except in communal areas and entry phones)

Insurance

Customers are responsible for insuring their own contents. An insurance policy can be purchased through Aspire.

APPENDIX B – REPAIR RESPONSIBILITIES FOR RESIDENTIAL LEASEHOLDERS

The responsibilities contained in this section generally apply to residential leaseholders. However, reference should be made to individual leasehold agreements as these set out the specific contractual responsibilities for Aspire and our customers.

Additionally leaseholders that sublet are responsible for ensuring that they have a valid Gas safety certificate at all times.

Landlord responsibilities

For leaseholders living in flats or in a converted house Aspire is responsible for:

- Roof
- Outside walls, window frames and most outside doors
- Gutters and outside pipes
- Drains and gullies
- Shared boundary walls and fences, unless these are the leaseholder's responsibility under the terms of their lease
- Shared pathways and steps
- Shared areas inside the building
- Shared TV and entry phone equipment
- Shared alarm and fire safety equipment
- Lifts
- Pumped water systems
- Sewage systems

For leaseholders living in a house, Aspire (or the Freeholder if different to Aspire) is responsible for:

- Maintaining and repairing the communal land.

Leaseholder responsibilities

Leaseholders living in flats or converted houses are responsible for all repairs, maintenance and replacements to the inside of their home, plus the following services and utilities that within their flat only:

- Central heating (including the thermostat and programmer, boiler, pump, radiators and pipework)
- Water tanks
- Inside walls and ceilings (for example the plaster finish and decoration), and the floors (including the floorboards and floor coverings)
- Joinery (for example, doors and door frames, door hinges, skirting boards, staircases and banisters)
- Locks, latches, handles and window catches, sash cords and locks

- Glass in windows and doors
- Chimney flues (including sweeping)
- Plasterwork
- Decoration
- Kitchen units and worktops
- Appliances such as cooker hoods, hobs, ovens, gas and electric fires, and night storage radiators
- Leaks from pipes within the leaseholder's home

Leaseholders living in a house are responsible for all repairs to the inside and outside of their property.

Insurance

- Leaseholders are responsible for insuring their own contents.
- Leaseholders are responsible for submitting a claim to Aspire for the rectification of any damage to their residential property which is covered by the buildings insurance policy.
- Leaseholders are responsible for submitting a claim for any works that Aspire is obliged to carry out as the landlord but may be covered by the buildings insurance.

Payment

Leaseholders are responsible for the costs of repairs, maintenance and improvement undertaken by Aspire subject to Section 20 consultation requirements.