Responsive Repairs Policy

Reference	Asset Operations	Version	5
Staff affected	All staff	Issue date	July 2021
Approved by	Director of Operations	Review Date	September 2017 September 2019 April 2021 April 2024 April 2025 April 2026
Lead Officer	John Hudson	Next Review	By April 2028

1. Purpose

1.1 This policy sets out Arches Housing's approach to delivering a high-quality, responsive repairs service to its tenants.

1.2 Repairs are a fundamental part of customer satisfaction, safety and legal compliance. Arches Housing is therefore committed to:

- Delivering repairs services to consistently high standards
- Ensuring homes are safe, secure, and fit for habitation
- Meeting all statutory, regulatory and contractual obligations
- Aligning repairs delivery with the Asset Management Strategy
- Providing value for money and sustainable long-term investment
- Completing repairs "right first time" wherever possible
- Reviewing performance and service quality with tenants
- Making reasonable adjustments to meet the needs of vulnerable tenants / members of the household

1.3 Responsive repairs are delivered alongside a planned maintenance programme informed by stock condition surveys, undertaken at least every five years.

2. Definition of Responsive Repairs

2.1 Responsive repairs are unplanned, reactive works required to maintain the structure, fabric, services, and safety of Arches homes.

2.2 Repairs may be identified by:

- Tenants reporting issues
- Arches staff during inspections or visits
- Contractors or managing agents

2.3 Cyclical repairs (for example servicing and statutory checks) are included within the responsive repairs framework where they were designed to meet customer-identified needs.

3. Policy Scope

3.1 This policy applies to:

- All homes owned or managed by Arches Housing where repair responsibility rests with the landlord
- General needs and supported housing
- Individual dwellings and communal areas

3.2 This policy does **not** apply to:

- Leasehold or shared ownership homes (except where Arches retains responsibility)
- Communal areas where Arches is not the majority owner or where responsibilities are contracted to a managing agent
- Void works or adaptations (covered by separate policies)
- Defects works during the new-build defects liability period, unless urgent or emergency

3.3 Statutory Notices issued by Local Authorities or Environmental Health will be managed under this policy through a coordinated action plan with clear customer communication.

4. Policy Statement and Responsibilities

4.1 Discretion
In exceptional circumstances, senior managers (Director of Operations, Head of Asset Management, or Head of Housing Operations) may authorise deviations from this policy to better support vulnerable customers.

4.2 Customer Responsibilities
Customers are expected to:

- Keep their homes reasonably clean and in good condition
- Carry out minor repairs they are responsible for
- Avoid damage through misuse or neglect
- Report repairs promptly

- Provide reasonable access for inspections and repairs
- Meet the cost of repairs that are their responsibility (Appendix 2)

4.3 Landlord Responsibilities
Arches Housing will:

- Maintain homes to a safe, habitable standard
- Comply with all legal, regulatory and contractual duties
- Ensure contractor compliance with legislation and best practice
- Provide accessible reporting routes for repairs 24 hours a day

5. Repair Priorities and Timescales

5.1 All responsive repairs will be completed within defined target timescales based on risk and urgency:

- Emergency repairs – within 24 hours
- Urgent repairs – within 7 calendar days
- Routine repairs – within 28 calendar days

5.2 No responsive repair will exceed a maximum completion period of 28 days unless:

- There are exceptional circumstances (e.g. severe weather, specialist materials)
- The customer has requested a later appointment

Examples of repair types are set out in Appendix 1.

6. Damp, Mould and Awaab's Law

6.1 Arches Housing recognises the requirements introduced by Awaab's Law under the Social Housing (Regulation) Act 2023, which strengthen landlords' duties to investigate and resolve hazards such as damp and mould promptly.

6.2 In line with Awaab's Law, Arches Housing will:

- Treat damp and mould as a potential health hazard

- Investigate reports of damp and mould without delay
- Take prompt action to make homes safe while longer-term solutions are implemented
- Communicate clearly with customers about findings, next steps and timescales
- Prioritise cases where there is risk to health, particularly for children, older people, or those with underlying health conditions

6.3 Severe damp or mould will be treated as an urgent or emergency repair, depending on the risk presented.

7. Legal and Regulatory Framework

7.1 This policy is delivered in accordance with applicable legislation and regulation, including (but not limited to):

- Landlord and Tenant Act 1985
- Housing Act 2004
- Decent Homes Standard
- Housing Health and Safety Rating System (HHSRS)
- Right to Repair Regulations 1994
- Social Housing (Regulation) Act 2023
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Building Regulations and Health & Safety legislation

8. Governance and Controls

8.1 Authorisation and Financial Control
Works orders and variations are authorised in line with the Delegation Framework. Emergency works may proceed prior to formal authorisation to prevent risk.

8.2 Inspections

- Pre-inspections are used where specialist diagnosis is required
- Post-inspections are undertaken for all repairs over £500 and a minimum of 10% of all other non-emergency repairs
- Repairs linked to complaints, legal action or risk will receive enhanced oversight

8.3 Contractor Management
All contractors must:

- Sign up to Arches' Code of Conduct
- Pass annual compliance checks (insurance, qualifications, DBS, H&S, equality)
- Meet quality, value for money and customer service standards

9. Chargeable Repairs

9.1 Arches Housing may recharge customers where repairs are required due to:

- Neglect, wilful damage or misuse
- Unauthorised works arranged / completed by the tenant/s
- Work carried out where Arches has no legal responsibility
- Damage identified at tenancy termination

9.2 The approach to charging is set out fully in the Chargeable Repairs Policy.

10. Major Repairs

10.1 Any repair expected to cost more than £5,000 will be classified as a major repair and subject to a value-for-money and asset appraisal before approval.

11. Roles and Responsibilities

- Board & Chief Executive – overall accountability
- Director of Operations (Duty Holder) – strategic leadership and compliance

- Head of Asset Management (Responsible Person) – operational delivery and contractor management
- Employees – identification and reporting of repairs
- Contractors – safe, compliant, high-quality execution of works

12. Communication and Access

12.1 Tenants can report repairs 24/7 via phone, email, in person or online.

12.2 Appointments will be confirmed in advance except for emergencies.

12.3 Where access is refused for safety-critical repairs, enforcement action may be taken in line with tenancy conditions.

13. Quality, Performance and Value for Money

13.1 Performance is monitored through:

- Completion times by priority
- First-time fix rates
- Tenant satisfaction
- Cost benchmarking (HouseMark and sector data)

13.2 Performance is reported regularly to the Executive Leadership Team and Board.

14. Equality and Diversity

14.1 Arches Housing will ensure fair and equitable delivery of the repairs service and make reasonable adjustments for tenants or members of their household with protected characteristics.

15. Review and Publication

15.1 This policy will be reviewed:

- At least every three years
- Following significant legislative change
- After serious incidents or regulatory findings

15.2 The policy will be published on the Arches Housing website.

Appendix 1

Responsive Repairs Policy

Repair Examples and Priorities

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Cyclical Programmes

Reference	Asset Operations	**Version**	5
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Responsive Repairs – Repair Priorities, Timescales and Awaab's Law Alignment

Purpose

This appendix sets out how Arches Housing prioritises responsive repairs and the target timescales for completion. Repair priorities are based on risk to health, safety, security and the property, with specific reference to damp and mould hazards in line with Awaab's Law and the Social Housing (Regulation) Act 2023.

Repair priorities may be escalated where vulnerability is identified, including where households include children, older people, disabled residents or anyone with underlying health conditions.

1. Emergency Repairs

Target response: attendance within 24 hours

Emergency repairs are issues that present an immediate and serious risk to health, safety, security or the structure of the home. The initial visit may be to make the situation safe, with follow-up work arranged where required.

Examples include:

- Total loss of heating or hot water between 31 October and 1 May where there is no alternative provision
- Total loss of electricity (unless caused by the statutory supplier)
- Unsafe electrical fittings or exposed wiring posing a health and safety risk
- Total loss of water supply (unless caused by the statutory supplier)
- Loss of gas supply (unless caused by the statutory supplier)
- Gas leaks
- Flooding
- Severe leaks from water or heating systems
- Blocked or leaking drains carrying sewage where there is no other working toilet
- Toilet not flushing where there is no alternative toilet
- Property left insecure due to a broken door or window
- Boarding up doors or windows where security is compromised
- Water ingress through the roof or ceiling
- Storm damage
- Fire damage
- Dangerous structures
- Door entry system failure preventing access or egress (temporary repair where required)

2. Urgent Repairs

Target response: completion within 7 calendar days

Urgent repairs are defects that pose a significant inconvenience, emerging health risk, or risk of deterioration if left unaddressed.

This category includes all serious damp and mould cases, managed in accordance with Awaab's Law.

Examples include:

- Loss of heating or hot water between 30 April and 1 November where an alternative source is available
- Partial loss of electrical supply (unless caused by the statutory supplier)
- Partial loss of water supply (unless caused by the statutory supplier)
- Toilet not flushing where there is more than one toilet in the property
- Roof leaks where water ingress is not an immediate safety risk
- Damp and mould that may pose a risk to health
    - Investigated promptly and prioritised based on severity and household risk factors
- Loose or broken banisters and handrails
- Rotten flooring or stair treads
- Extractor fans not working in kitchens or bathrooms
- Door entry system faults (excluding individual dwelling door locks)
- Blocked sinks, basins or baths
- Dripping taps that cannot be isolated
- Minor plumbing leaks
- Water hammer or running overflows
- Reglazing
- Faulty communal TV aerials

3. Routine Repairs

Target response: completion within 28 calendar days

Routine repairs are non-urgent works that do not present an immediate risk to health, safety or security, but are necessary to maintain the property in good condition.

Examples include:

- General joinery repairs
- Repairs to external walls, fences and paths where there is no safety risk
- Adjusting doors and windows
- Gutter cleaning and non-urgent roof repairs
- Internal plaster repairs
- Minor plumbing works
- Tiling repairs
- Repairs to kitchen fittings
- Repairs to ironmongery

4. Damp and Mould – Awaab's Law Application

In line with Awaab's Law, Arches Housing will:

- Treat damp and mould as a potential hazard, not a lifestyle issue
- Acknowledge reports promptly and carry out an inspection proportionate to risk
- Take immediate action to make the home safe where risks to health are identified
- Prioritise households with elevated health risk
- Clearly communicate:
    - inspection findings
    - required works
    - interim measures
    - expected timescales
- Ensure underlying causes are addressed, not just symptoms

Where damp or mould presents a serious or immediate health risk, the repair will be escalated to emergency or urgent priority, regardless of original categorisation.

5. Cyclical and Planned Programmes

In addition to responsive repairs, Arches Housing operates cyclical maintenance programmes where applicable, including:

- External decoration programmes
- Internal decoration to communal areas
- Boiler and hot water servicing
- Electrical inspection and testing
- Mechanical disabled adaptations (e.g. stair lifts, hoists)
- Water hygiene and legionella management
- Fire alarm servicing
- Emergency lighting
- Firefighting equipment inspections

Appendix 2

Repair Responsibilities

Responsive Repairs Policy

Reference	Asset Operations	**Version**	5
Staff affected	All staff	**Issue date**	July 2021
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Lead Officer	John Hudson	**Next Review**	By April 2028

Repair Responsibilities – Landlord and Customer

Purpose

This appendix sets out who is responsible for different types of repairs to help avoid confusion and delays. Responsibilities are defined by tenancy agreements, legislation and regulatory requirements.

Where there is any uncertainty, Arches Housing will assess the issue based on risk to health and safety, particularly where damp, mould or structural defects are reported.

If customers are unsure about responsibility for a repair, they should contact Arches Housing for advice.

1. Landlord Responsibilities

Arches Housing is responsible for maintaining the structure, exterior and essential services of the property, and for ensuring homes are safe, secure and fit for habitation.

Arches Housing is responsible for repairs to:

- Drains, gutters, external pipes and communal drainage
- Electrical sockets, fixed wiring, smoke alarms and light fittings
    - (Excludes plugs, appliances not provided by Arches, or smoke alarm batteries)
- Showers, extractor fans and fixed ventilation systems
    - (Excludes shower curtains, shower heads and hoses)
- Kitchen units, basins, baths, toilets, flushing systems and waste pipes
    - Unless damage has been caused by misuse or negligence
- All plumbing repairs and leaks
    - Excludes washing machine or dishwasher hoses and customer connections
- Water heaters, boilers, fireplaces, fitted fires and radiators
    - Excludes bleeding radiators and resetting controls
- Water tanks, gas pipes and fixed electrical wiring
- External walls, structural elements, doors, window frames, windowsills, fences and gates

Damp and mould

- Arches Housing is responsible for investigating and resolving damp and mould caused by structural defects, building failure, inadequate ventilation, water ingress or condensation related to property design or condition.
- Damp and mould are treated as potential health hazards and managed in line with Awaab's Law.
- Arches Housing will address both symptoms and underlying causes, not just surface treatment.

Where damage to landlord fixtures is caused by customer misuse, Arches Housing may recharge in line with the Chargeable Repairs Policy.

2. Tenant Responsibilities

Tenants are responsible for day-to-day household maintenance and for repairs caused by misuse, neglect or unapproved alterations.

Tenants are responsible for:

- Shower heads, hoses, curtains, bath and sink plugs and chains
- Toilet seats, toilet roll holders and towel rails
- Internal doors, internal decorations and minor shrinkage cracks in plaster
- Lost or broken keys and lock changes
- Bleeding radiators, resetting heating controls and pilot lights
- Electrical appliances, plugs, fuses, light bulbs and resetting circuit breakers
    - Unless the appliance was provided by Arches Housing
- Plumbing connections for washing machines and dishwashers
- Items fitted, gifted or accepted from previous tenants
    - e.g. sheds, shelves, curtain rails, hooks
- Washing lines, rotary dryers and sheds
- Lifting, relaying or replacing floor coverings (including laminate) to allow access for repairs
- Keeping gullies clear (except communal gullies)
- Maintaining gardens, trees and hedges within the boundary of the property
- Individual television aerials, satellite dishes and telephone points
    - Unless a communal system is installed

Infestations

- Tenants are responsible for infestations within their home, including ants, wasps, mice, rats or bedbugs, unless:

    - the infestation originates from communal areas, or
    - it constitutes a breach of Environmental Health legislation

Costs incurred by Arches Housing where treatment is the tenant's responsibility may be rechargeable.

3. Shared Responsibilities and Assessment

Some issues require inspection to determine responsibility. For example:

- leaks where the source is unclear
- condensation with possible structural or ventilation causes
- damage potentially caused by both wear and misuse

In these cases, Arches Housing will assess the issue, prioritising risk to health and safety. Temporary safety measures may be taken regardless of responsibility.

4. Charges for Repairs

Where Arches Housing carries out work that is the tenant's responsibility, or repairs damage caused by misuse or neglect, a recharge may apply.

Full details are set out in the Chargeable Repairs Policy, including:

- when charges apply
- how charges are calculated
- payment options
- how tenants can challenge a recharge

Need help?

If you are unsure who is responsible for a repair, please contact Arches Housing on 0114 228 8100 before arranging works or reporting the issue.

Appendix 3

Right to Repair

Responsive Repairs Policy

Reference	Asset Operations	**Version**	4
Staff affected	All staff	**Issue date**	July 2021
Approved by	Director of Operations	**Review Date**	September 2017 September 2019 April 2021 April 2024 April 2025 April 2026
Lead Officer	John Hudson	**Next Review**	By April 2028

Right to Repair and Compensation

1. Purpose

1.1 This appendix explains customers' rights under the Right to Repair Regulations 1994, including when compensation may be payable if qualifying repairs are not completed within the required timescales.

1.2 As a landlord, Arches Housing is responsible for maintaining the structure, fabric and key services of customers' homes. Where qualifying repairs are not completed on time, tenants may be entitled to request further action and, in some circumstances, compensation.

2. What is the Right to Repair?

2.1 The Right to Repair applies to specific qualifying repairs that, if not completed promptly, may place the tenant's health, safety or security at risk.

2.2 The Right to Repair:

- applies only to repairs that fall below the qualifying cost threshold; and
- applies only where the repair is the landlord's responsibility, not the tenant's.

2.3 The qualifying cost limit for Right to Repair claims is £250 per repair.

3. Qualifying Repairs and Target Timescales

3.1 Qualifying repairs are listed below, together with the target timescale for completion.

Repairs with a 1-day target

- Total loss of electrical power (unless caused by the statutory supplier)
- Unsafe electrical sockets or fittings
- Total loss of water supply (unless caused by the statutory supplier)
- Loss of gas supply (unless caused by the statutory supplier)
- Blocked flue to an open fire or boiler
- Loss of heating or hot water between 31 October and 1 May
- Blocked or leaking drain carrying sewage where there is no other working toilet
- Window or door that will not close properly and presents a health and safety risk
- Severe leaks from water or heating pipes, tanks or cisterns
- Toilet not flushing where there is no other toilet in the property
- Boarding up doors or windows where security is at risk

Repairs with a 3-day target

- Loss of heating or hot water between 30 April and 1 November
- Loss of some electrical power (unless caused by the statutory supplier)

- Loss of part of the water supply (unless caused by the statutory supplier)
- Toilet not flushing where there is more than one toilet in the property
- Blocked sink, bath or basin
- Taps that cannot be turned on or off
- Roof leaks (subject to weather conditions)
- Loose or broken banisters or handrails
- Rotten flooring or stair treads

Repairs with a 7-day target

- Extractor fan not working in a kitchen or bathroom
- Door entry systems

3.2 Qualifying repairs **do not include** items listed as tenant responsibilities under Appendix 2.

4. What Happens if the Repair Is Not Completed on Time?

4.1 If Arches Housing does not complete a qualifying repair within the target timescale, the tenant must notify Arches Housing within 21 days of the repair becoming overdue.

4.2 Once notified, Arches Housing will:

- arrange for a second contractor to attend and complete the repair within a further set period.

4.3 If the second contractor also fails to complete the repair within the required timescale, the tenant may be entitled to compensation under the Right to Repair scheme.

5. When the Right to Repair Does Not Apply

5.1 The Right to Repair will not apply where:

- the tenant does not provide reasonable access for inspection or repair
- the cost of the repair exceeds £250
- the repair is the tenants responsibility
- delays are caused by exceptional circumstances beyond Arches Housing's control (for example severe weather)
- delays occur due to essential parts or materials being unavailable

6. Compensation

6.1 Where the Right to Repair applies, compensation will be paid as follows:

- £10 initial payment once the second contractor has failed to complete the repair
- £2 per additional day the repair remains outstanding, up to a maximum total of £50

6.2 Compensation payments will be processed and paid, where eligible, within 28 days of the customer's request.

6.3 Compensation under the Right to Repair scheme does not prevent customers from raising a complaint or seeking other remedies where appropriate."

7. Relationship to Other Rights

7.1 The Right to Repair scheme is separate from:

- Arches Housing's complaints procedure
- Discretionary compensation or goodwill payments
- Legal remedies available to tenants under housing or health and safety legislation

7.2 Tenants may pursue other remedies where appropriate, even if the Right to Repair scheme does not apply.

Need advice?

If you believe a qualifying repair has not been completed on time, please contact Arches Housing to discuss next steps.