

CHISEL POLICY AND PROCEDURE GUIDE

MAINTENANCE POLICY

1. Introduction

- 1.1 CHISEL's main activity is providing homes for our tenants to rent.
- 1.2 These homes have been provided with the aid of loans and are the security against which the loans are advanced.
- 1.3 Therefore, both to ensure the safety and comfort of our tenants and to safeguard the long-term financial security of the association, it is essential that we maintain our housing in good condition.
- 1.4 Responsibility for monitoring CHISEL's maintenance service rests with the Maintenance Sub-Committee, which is answerable to the main Management Committee.
- 1.5 Property maintenance falls into three separate categories: repairs, planned maintenance and home improvement.
- 1.6 Repairs covers all day to day maintenance, as set out in section 2 below.
- 1.7 Planned maintenance covers periodic, planned work, mainly to the outside of properties and shared areas and regular servicing, as set out in section 3 below.
- 1.8 Home improvement covers major works of improvement designed to extend the useful life of our homes, and work carried out by tenants, as set out in section 4 below.
- 1.9 Property maintenance is generally funded out of the rents paid by our tenants. Where possible, we claim grant funding to cover specific items. We also have property insurance which covers us against certain types of damage. Where there is no alternative, we consider the sale of housing stock to cover the cost of major repairs.

2. Repairs

Responsibility for Repairs

- 2.1 Some necessary repairs are the responsibility of CHISEL while others are the responsibility of the tenant, as set out in the CHISEL Tenancy Agreement. Responsibilities will vary depending on whether the property is self-contained or shared. Appendix 1 of this policy lists the respective responsibilities of landlord and tenant.
- 2.2 CHISEL will sometimes arrange to carry out repairs which are the responsibility of the tenant. Where this happens, we may ask the tenant to sign an agreement to pay for the works and invoice the tenant for whatever they owe. Failure to pay will result in the debt being pursued in the small claims court.

Quality of Repairs

- 2.3 Where a repair involves the replacement of an item, we aim to replace with something of the same standard or better. Our contractors are advised of this and tenants

should always report failure to comply by contacting the CHISEL office. We also try to offer tenants the opportunity to top up funding if they want a specific replacement which is more expensive than CHISEL would normally fund, although we may not agree to this if it will significantly increase future maintenance costs.

Empty homes

2.4 Where a tenant is vacating a property, CHISEL expects the property to be left in a suitable condition to be relet. Any repairs or decorations which are the tenant's responsibility must be carried out before the tenant leaves.

2.5 CHISEL will inspect any property which we are advised is being vacated not less than three weeks before the outgoing tenant leaves. If the inspection reveals that any repairs which are the tenant's responsibility are needed, the tenant will be requested to arrange for them to be carried out. Alternatively, CHISEL can carry them out and invoice the tenant for the full cost.

2.6 If the inspection reveals that any repairs are needed to bring the property up to a lettable standard and these repairs are CHISEL's responsibility, we will arrange for the works to be carried out.

2.7 The property will subsequently be inspected again immediately after it has been vacated. If any repairs are still outstanding, CHISEL will arrange for these to be carried out. If the repairs are the responsibility of the former tenant, they will be invoiced for the full cost of carrying them out. The cost of clearing any rubbish or abandoned property will also be passed on to the former tenant.

2.8 If the outgoing tenant has made any improvements to the property which it is not CHISEL's responsibility to maintain (for example, laminate flooring, garden shed) CHISEL will offer to sell these to the new tenant for a nominal amount. If the new tenant does not wish to purchase them, they will be removed prior to reletting.

2.9 CHISEL carries out gas and electricity safety checks on all empty properties prior to reletting. We also change the lock barrel on the front door.

2.10 Where a tenant is moving in to a property in need of internal decoration, CHISEL will cover the cost of materials needed for the tenant to carry out the work, subject to certain spending limits set out in Appendix 2. Proof of purchase will be required before any money can be advanced. Alternatively, CHISEL can pay a supplier direct and arrange for the tenant to collect the materials or provide decorating vouchers, subject to the same spending limits.

Repair Categories and Target Times for Repairs

2.11 CHISEL has five different repair categories: emergency repairs, urgent repairs, short term repairs, medium term repairs and long term repairs.

2.12 Emergency repairs cover any problem immediately threatening the health, safety or security of tenants or members of the public. Where a household contains one or more members with a registered disability, we will consider a greater range of problems to be emergencies. Similarly, we will take account of other special circumstances, for example where a member of the household is ill, elderly, a baby or young child. More details will be found in Appendix 3 of this policy.

2.13 CHISEL aims to carry out emergency repairs within 24 hours of the time they are reported. We expect to succeed in meeting this target in at least 95% of cases.

2.14 An urgent repair is a problem causing serious discomfort to the occupants or likely to cause serious damage to the property. Further details can be found in Appendix 3 of this policy.

2.15 CHISEL aims to carry out urgent repairs within 7 days of the time they are reported. We expect to succeed in meeting this target in at least 90% of cases.

2.16 Short-term, medium term and long-term repairs are those that are not considered to cause serious discomfort, inconvenience or damage to property. Further details can be found in Appendix 3 of this policy.

2.17 CHISEL aims to carry out short-term repairs within 14 days, medium term repairs within 28 days and long-term repairs within 90 days of the time they are reported. We expect to succeed in meeting this target in at least 90% of cases.

How to Report a Maintenance Problem

2.18 It is the responsibility of tenants to let us know when they need repairs. If the problem is not reported, it cannot be fixed. How to report problems and arrange for repairs will depend on where the tenant lives and who provides the management services:

Homes Managed by CHISEL

2.19 Homes in the London area must report repairs to CHISEL's maintenance service, organised by LFSA, which arranges for the repair to be carried out and ensures that it is done within the target time. Contact details can be found in Appendix 4.

2.20 Homes outside the London area should contact CHISEL to report maintenance problems, unless there is a maintenance agreement in place (see 2.21 below).

Co-op Homes covered by a Maintenance Agreement with CHISEL

2.21 Some of CHISEL's homes are occupied by housing co-ops and covered by an agreement which allows the co-op to organise and supervise its own maintenance.

2.22 Where a home is covered by such an arrangement, the co-op is responsible for informing all its members how to commission repairs. Details will be found in the co-op's own maintenance policy.

Properties Managed by Managing Agents

2.23 About 50 of CHISEL's homes are managed by two managing agents, Lewisham Family Self-Help Housing Association (LFSA) and Three Boroughs Housing Co-op. Each managing agent has a management agreement with CHISEL and organises its own maintenance. Details can be supplied by the managing agents whose contact details can be found in Appendix 4.

Monitoring and Reporting

2.24 In order to ensure that CHISEL is meeting its maintenance targets and providing a service which satisfies our tenants, we monitor our performance on a regular basis.

2.25 CHISEL's Maintenance Sub-Committee receives a quarterly maintenance report on numbers of repairs, category of repairs and achievement of target timescales.

2.26 If the report demonstrates unsatisfactory performance, CHISEL will investigate the reason for this and attempt to remedy any problems.

2.27 Every tenant using the maintenance service is given the opportunity to return a satisfaction slip on which they can comment on the way their repair has been handled. We provide a freepost envelope for this purpose. Information provided on the returned slips is reported to CHISEL's Management Committee.

2.28 In addition, CHISEL checks on every 10th job by phone or text.

2.29 In September, CHISEL sends out a Performance Report to every tenant which includes statistics on our maintenance performance.

Repairs covered by Insurance

2.30 Some repairs are covered by CHISEL's property insurance. CHISEL will claim against this insurance where it can.

2.31 CHISEL's property insurance does not cover tenants' own fixtures, fittings and contents except where these are damaged as a result of our negligence. Tenants should make their own arrangements for insurance cover for these items.

2.32 Tenants must inform CHISEL as soon as possible if their own property is damaged as a result of negligence on the part of CHISEL's maintenance service. Proof of the damage must be retained for CHISEL and our insurers to inspect.

Right to Repair

2.33 The Tenants' Guarantee issued by the Housing Corporation sets out rights to compensation for tenants whose landlord fails to carry out certain emergency or urgent repairs within the agreed time limits. These are as follows:

2.34 If the repair is not carried out within the agreed time limit, the tenant must inform CHISEL of this. The time limit will then start again.

2.35 CHISEL will issue a second instruction to the contractor and send a copy to the tenant.

2.36 If the repair is not done within the time limit for a second time, the tenant will be entitled to compensation of £10 plus £2 a day, up to a maximum of £50, for every day the repair remains outstanding.

2.37 This right to compensation will not apply if the repair cannot be done because the tenant fails to provide access to the property (other than in exceptional circumstances).

3 Planned Maintenance

Gas Safety

3.1 CHISEL is legally obliged to carry out annual gas safety checks on all gas installations and appliances supplied by us. The contractor used to carry out the checks must be Corgi registered and the operatives must be suitably competent in accordance with the current gas regulations.

Tenants will be given at least one month's notice of the date and time of the visit and the name of the contractor and will be expected to arrange access to the property. Because this is a legal requirement, a tenant may not refuse entry to the contractor and CHISEL will take all permissible legal measures to gain access where it is withheld.

On satisfactory completion of the gas safety check, a certificate is issued for each property and CHISEL supplies a copy of that certificate to the tenant.

Gas Service

3.2 CHISEL carries out an annual service of all gas installations and appliances supplied by us. Normally this will be carried out on the same visit as the gas safety check.

External Decorations and Decoration of Common Parts

3.3 CHISEL is responsible for the external maintenance of our properties and for maintaining any internal common areas.

3.4 CHISEL undertakes property inspections to determine whether external decorations, external maintenance and decoration of common parts are needed. An inspection will be carried out five years after the property was last decorated where the external woodwork is painted and three years after where it is woodstained

3.5 If the inspection reveals that the decorations need renewing, the necessary works will be commissioned. Some self-build schemes have rolling programmes for external decorations and these homes will be subject to constant inspection and decorated as and when needed.

3.6 If an inspection shows that the decorations are still satisfactory, no redecoration will be carried out in that year. One year later, the property will be inspected again, as before. All properties will be redecorated at least every seven years where the external

woodwork is painted and every five years where it is woodstained, other than in exceptional circumstances.

3.7 When properties are inspected, note will be taken of any other work that needs doing apart from decorations. Any necessary work will be carried out within the agreed timescales set out in 2.13, 2.15 and 2.17z\ above, regardless of whether decorations are needed or not.

3.8 Non self-build homes are inspected and decorated under an agreement with Hexagon Housing Association, which generally uses its direct works team to carry out works.

3.9 Self-build properties are usually inspected and decorated by CHISEL's in-house team.

3.10 Tenants will be given at least one month's notice of any works that are arranged and the name of the contractor or operative. Tenants will be required to provide access where necessary.

3.11 Tenants will be given a satisfaction slip to return to CHISEL on which they can comment on the contractor's or operative's performance. We inspect all external decorations to our homes.

3.12 CHISEL gives tenants the right to choose paint or stain colours for the redecoration of external or common areas. However, where a property is shared or comprises more than one self-contained home, tenants will be expected to reach private agreement over paint colours. In the event of a dispute, CHISEL will make the final decision.

3.13 External decorations are generally only carried out between the months of March and October (inclusive).

4 Home Improvements which are CHISEL's responsibility

4.1 In 2003, CHISEL carried out a full stock condition survey of all non self-build homes. As a result, we have a database of our properties showing the results of that survey. We also have a costed, 25 year plan for keeping our homes in good repair. All CHISEL's homes currently meet decent homes standards.

4.2 We have also carried out specialist surveys of all self-build homes. It is intended to factor this data into the long-term programme.

4.3 From time to time, we will be obliged to carry out major works of repair or replacement on our properties, for example, to replace central heating systems or fitted kitchens.

4.6 Tenants will be consulted about any proposed major improvements to their homes. This consultation will take place at least three calendar months before the work is due to be carried out.

4.7 Where improvements are necessary on health and safety grounds, or to prevent the deterioration of the property, the tenant will not be entitled to refuse them.

4.8 However, where improvements are more cosmetic in nature, for example kitchen replacement, the tenant may, if they wish, turn down the improvement.

4.9 When specifying the improvements, CHISEL will allow the tenant as much choice of fixtures and fittings as is possible within the allowed budget. The budget will be based on standard items of good quality but will not allow for designer finishes. For example, white tiles are fitted as standard in kitchens and bathrooms. We offer a good range of kitchens but tenants can choose their own provided they are within budget and organise the purchase themselves.

4.10 A tenant may, if they wish, choose a more expensive option provided that they fund any extra costs above budget themselves. We normally expect tenants to pay the extra before ordering the goods. However, where this is not possible, CHISEL will pay and invoice the tenant for the amount owing. We may not agree to the tenant's choice if it will result in significantly higher long-term maintenance costs.

4.11 Any significant additional labour costs incurred as a result of the tenant making their own choice of fixtures and fittings will also be passed on to the tenant.

Noise Transmission

4.12 All CHISEL's homes were built or refurbished to meet the necessary noise transmission standards at the time. We have no legal obligation to bring homes up to current standards and it is not our normal practice to do this, because no funding is available for the purpose. It is tenants' own responsibility to provide floor covering and we strongly advise the installation of carpet in upstairs flats. Where necessary, we will require a tenant to lay carpet if noise is a problem.

5. Improvements by Tenants

5.1 Tenants may, if they wish, carry out alterations to their homes at their own expense. Any such alterations must first be approved by CHISEL. We may impose certain conditions to our agreement. For example, structural works will normally have to be supervised by a qualified building surveyor. In addition, the tenant will be required to obtain any necessary planning or building regulations consents. We will want to inspect any alteration on completion to ensure that it complies with all necessary regulations.

5.2 In considering such requests, we will also take into consideration the impact of the alteration on other tenants.

5.3 CHISEL will not normally give consent for the installation of any fixed hard floor covering. Where hard flooring, for example laminate, is requested, we will only give

consent for a floating floor. If a fixed floor has been fitted, we will not pay for the removal or relaying of the floor if it needs to be lifted for maintenance purposes. Where a hard flooring is being requested for an upstairs flat, we will consider the noise implications for downstairs tenants when making our decision.

5.4 Where tenants have carried out alterations to their homes, they will be expected to maintain those alterations themselves. Any damage arising to CHISEL property or to the property of other tenants as a result of a tenant's improvement will be the responsibility of the tenant who has carried out the improvement. This could lead to a substantial financial liability and any tenant who carries out such improvements (for example, the installation of a shower in an upstairs flat) should consider taking out appropriate insurance.

5.5 In certain, very limited, circumstances, tenants may be entitled to compensation for works carried out at their own expense if they subsequently vacate the property. Further details can be found in the Tenants' Compensation Policy a copy of which can be supplied on request.

6 Green Issues

6.1 CHISEL is committed to the use of green technology and energy saving wherever practical. We bear this in mind when choosing maintenance products. However, we must also be mindful of the cost and availability of products when commissioning repairs.

6.2 When installing or replacing boilers we will always fit A rated energy saving condensing boilers. When installing or replacing windows we will fit double glazed units unless it is impractical to do so.

6.3 We are committed to the use of sustainable timber products. We will not purchase timber from endangered species and will seek to ensure that, wherever possible, all timber used in maintaining our homes carries Forest Stewardship Council (FSC) "chain of custody" certification or can otherwise be shown to be sustainably sourced.

6.4 When replacing windows we will seek to use window types and styles that respect the character and aesthetics of the property and its location and which ensure coherence in the style of window used in each elevation. Within these constraints we will generally use the most cost effective solution but where there is little difference in price between materials we will use sustainable timber framed windows in preference to UPVC windows for all windows that can be maintained and decorated without the use of scaffolding. For ongoing cost reasons, we will generally use UPVC windows where the location of the windows means that scaffolding is required to redecorate or maintain them.

6.5 At present, we do not have funding for large-scale green improvement projects, such as solar panel installation or insulation retrofits. However, we appreciate that new standards and initiatives in this field are likely to be developed and it is our long term aim to bring our homes up to the best possible green standards.

7. Consultants and Contractors

7.1 CHISEL is currently building up an in-house maintenance team. By 2007, we aim to carry out all gas work, most self-build cyclical maintenance and repairs and most carpentry work in-house. This is designed to improve quality while saving money.

7.2 Other repairs are carried out by external contractors, either chosen by us or by our maintenance service, LFSA. All outside contractors are agreed either by CHISEL's or by LFSA's Management Committee. Criteria for selecting contractors is set out in CHISEL's Contractors and Consultants policy, a copy of which can be supplied on request. CHISEL's Maintenance Sub-Committee receives an annual report on contractor performance. Any contractor which fails to perform to a satisfactory standard will be removed from CHISEL's list of approved contractors.

Agreed by Board, 24 November 2005, with revision to Section 6 agreed by Board Nov 2010

Appendix 1

Are you clear about your responsibilities for repair?

The money for repairs is collected from rents so we have only a fixed amount to spend on repairs

We want you to be clear about which repairs are your responsibility because we need to ensure the repair budget is spent as effectively as possible

The examples listed below are designed to help avoid confusion. This list is not exhaustive.

Your Responsibilities

We expect you to:

- **Repair and replace fixtures and fittings (such as locks and keys, tap washers, glass in doors and windows)**
- **Repair damage due to misuse by you, members of your household or invited visitors**
- **Keep all sinks, baths, basins, or toilets and drains clear and unblocked**

Light bulbs, fluorescent tube and starters, (unless a service charge is paid)

Replacement of toilet seats (except shared housing)

Plugs and light fittings, including pullcords. Mending fuses, and replacement batteries in smoke alarms and door bells (except shared housing)

Damage caused by washing machine flooding or water overflowing from bath etc. (includes damage to neighbouring property) (except shared housing)

Any fixtures or fittings provided by yourself, including additional security measures

Internal door/cupboard furniture (handles/bolts etc.)

Internal decorations (except communal areas in shared housing)

Fitting TV aerials and telephone points

Re-hanging of doors (where you have fitted new carpets etc.)

Washing lines

Tenants own appliances inc. gas cookers & flexible gas connecting pipe, safety stay or chain

Garden maintenance (where no service charge)

Garden and bulk household refuse

Repairs required to the property when the tenancy is ended with are your responsibility. Please check with your Housing Officer

Replacement of dustbins

Our Responsibilities

We will keep in repair and working order the:

- **Structure and exterior of the property**
- **Installations for space and water heating, sanitation and for the supply of water, gas & electricity**
- **Common parts including lighting**

Drains, gutters and external pipes

The roof

Outside walls, outside doors, window sills, window catches, sash cords, window frames (including necessary painting and decoration)

Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards (not including painting and decoration)

Chimneys, chimney stacks and flues (not including chimney sweeping)

Pathways, steps and other means of access

Boundary walls and fences, where provided by the Association

Integral garages and stores

Basins, sinks, baths, toilets, flushing systems and waste pipes

Plasterwork

Electrical wiring, sockets and switches, gas pipes and water pipes

Water heaters, fitted fires, fireplaces, central heating installations (provided by the Association)

Common entrances, halls, passageways, lifts and stairways, decorating the exterior of premises and common parts

Items covered by a service charge

You must tell us of any repairs that are our responsibility, and allow our staff and contractors access to carry out our repair duties or to inspect the property. We will normally give 24 hours notice if access is required, but immediate access may be required in an emergency.

We will not be liable for the cost of damage of any of the above if such repair (in our opinion) becomes necessary through misuse by you, members of your household, invited visitors or guests.

In certain circumstances, the Association may wish to respond to the needs of OAP's and disabled tenants by accepting responsibility for certain items noted as a tenant responsibility, subject to approval from the Housing Manager.

Appendix 2

Spending Limits for Tenants' Decorations

£50	living room kitchen bedroom hall, stairs and landing
£30	hallway
£20	bathroom
£10	toilet any other room not listed above

Appendix 3

Waiting Time for Repairs

Emergency

A problem which immediately threatens the health safety or security of a tenant or member of the public.

More problems will be considered as emergencies where one or more occupants are disabled, seriously ill, over the age of 70, a baby or a pre-school child.

Examples of emergencies are: total loss of water, electricity or gas (except where cut off by supplier), blocked gas flue, major roof leak, major plumbing leak where water cannot be turned off, collapsed ceiling, blocked external drains, unusable toilet where no alternative is available.

Target Time: within 24 hours of reporting

Urgent

A problem which causes serious discomfort to occupants or is likely to cause serious damage to the property.

Examples of urgent repairs are: plumbing leaks, no hot water, no heating, toilet not flushing.

Target Time: within 7 days of reporting

Medium Term

This covers most other day-to-day repairs to woodwork, brickwork, plaster, non-urgent plumbing and non-urgent electrical work. These repairs will be categorised as medium term by the person commissioning the work, based on their judgement as to how urgently the repair is needed. The tenant will be advised of the category on the Repair Order, which is sent to them within one day of reporting the repair.

Target Time: within 28 days of reporting

Long-Term

This covers repairs which cause no immediate discomfort to the tenant or damage to the property.

Examples are: fencing repairs, minor carpentry, damaged kitchen units, floor covering replacement.

Target Time: within 90 days of reporting.

Appendix 4

Contact Details

Day-to Day Maintenance

Contact LFSA, as follows:

Phone: 0208 692 9294
Out of hours phone (emergencies only): 0208 338 8433
Email: barrie@lfsa.org.uk
Address: 188a Brockley Road
London SE4 2RL

Major Repairs and Cyclical Decorations

Contact the CHISEL office, as follows:

Phone: 0208 692 5258
Email: housing@chisel.org.uk
Address: 188a Brockley Road
London SE4 2RL

Managing Agents

LFSA and Three Boroughs Housing Co-op organise their own day-to-day repairs. CHISEL tenants managed by either of these organisations should contact them direct for maintenance services. Contact details are:

LFSA As above

Three Boroughs HC
Telephone: 0208 469 3690
Email: threeboroughs@callnetuk.com
Address: As for LFSA and CHISEL

Three Boroughs also organises its own cyclical decorations.