

Responsive Repairs Policy

1. Purpose

This policy sets out our approach to the delivery of responsive repairs services to Metropolitan Thames Valley Housing (MTVH) customers and supports one of our objectives in our Property Strategy to ensure our customers have warm, safe and dry homes.

MTVH will use data on properties and repairs to make the service as efficient as possible for customers and to make sure we make best use of the repairs budget.

This policy covers reactive repairs services to customers homes subject to the terms of the tenancy, licence or lease agreement, communal areas and communal assets such as lifts. This policy does not cover work that is carried out as part of our investment programmes. This policy sets the criteria used to create the customer guidance regarding repairs available on the MTVH website.

2. Scope

This policy covers how MTVH deliver responsive repairs to our customers and applies to:

- All homes and communal areas where we have a responsibility for repairs under statute, regulation or contractual obligation e.g. tenancy, license or lease agreement
- Customers we deliver community-based services to or individuals that we may encounter such as residents of adjacent, non-MTVH properties
- All colleagues, including agency, bank workers, students, peer mentors and volunteers
- Consultants, contractors, suppliers
- All stakeholders/ partners commissioned by us

Works not included in the scope are those classified as planned maintenance and defects, see definitions table in section 3.2. These activities are covered within separate policies.

3 Our Approach

3.1 Value.

In order to provide best value to customers MTVH will tender and deliver contracts to a standard which will balance the cost of the reactive repairs service, its Service Level Agreement (SLAs) and callout/resolution times, with the amount of budget required for re-investment back into our properties with capital spend. We will ensure all emergencies are completed as a priority.

3.2 Definitions

A responsive repair is day to day maintenance work carried out in response to the report of a need for a repair from a customer, their authorised representative or an MTVH colleague. It addresses works to maintain a home or a component in it until the next cycle of planned maintenance. For example, reactive repairs would be a repair to a kitchen unit or door rather than the replacement of a whole kitchen which would be considered planned maintenance. Any replacement of a component is on a like for like basis or as close to match existing as possible.

We categorise repair requirements as either Emergency, Routine, Bespoke, Planned Maintenance or Defects. For our Keyworker and Woking Private Finance Initiative (PFI) properties we have different

timescales for attending emergencies and non-urgent repairs which are defined separately for each service area.

Repair categories as follows:

Repairs Category	Definition
Emergency	<p>Repairs that address an immediate health and safety risk and in making an assessment of the repair, we follow law and regulation and also consider the needs and circumstances of the customer. We will either complete a repair or carry out a temporary repair to make the situation safe within 24 hours of the repair being reported.</p> <p>Examples of emergencies are works that have significant impact on a customer's safety or the building, such as uncontrollable water leaks, gas/carbon monoxide escapes, entire stairway lighting not functioning, and communal doors being either locked open or shut.</p>
Routine	<p>Repairs that are non-urgent work to rectify or prevent damage to and ensure the proper working order of the property and its fixtures. We will complete these within 28 calendar days of receipt of the repair report. This timescale may be brought forward due to urgency of work or applicable regulation, and ensuring there will not be any obvious consequential cost of not undertaking this work sooner. an example of a routine repair is a containable leak</p>
Bespoke	<p>Repairs that involve works where there is either a component that needs replacing that must be ordered or more complex work that involves multiple trades to complete. We will complete these within 90 calendar days of the receipt of the repair report.</p> <p>Examples of bespoke, complex works include but are not limited to repairs such as leak trace and repair and structural repair works to the external or internal building fabric where this is damaged.</p>
Planned Maintenance	<p>A maintenance activity that has been planned, normally as part of an investment programme to maintain the structure or safety of a building and/or to replace a major component such as a kitchen, bathroom, or roof.</p>
Defects	<p>Repairs to a new property within a contractually agreed period usually 12 or 24 months that are the developer's responsibility. We will arrange for the developer to return to undertake these defects or depending upon the arrangements with the developer we may undertake the defect work on their behalf.</p>

NB. Some repairs may be delayed due to factors beyond MTVHs control. If this is the case we will always advise customers in advance of the reason why a repair may not take place in the timescales above and the resolution time for the repair.

Some defects, such as design, product failure or workmanship faults happen after the defects liability period but within either a 6 or 12 year limitation period. Where it can be demonstrated that it is a latent defect, identified by a surveyors inspection, the original contractor may be liable to carry out remedial works or exercise warranties offered by the National House Building Council (NHBC) to carry out works for some elements.

NB: Defects requiring emergency works affecting customer safety or security are in scope of this policy and will be completed by MTVH. Where MTVH carries out works that could be a patent or latent defect that are not emergencies, MTVH should be aware of potentially invalidating warranties if this decision is made.

If MTVH carries out works that could be considered a patent or latent defect (that are not an emergency) warranties could be invalidated and this should be checked first

3.3 Reporting repairs

Customers can report repairs to MTVH in any of the following ways:

- By telephone (including out-of-hours for reporting emergency repairs)
- Via our online customer portal (MTVH Online)
- In writing, by letter
- Telling us when we visit your home or estate
- MTVH Staff or authorised representatives can report repairs on behalf of customers
- In person at a designated MTVH office

3.4 Service delivery

At MTVH we have an in-house Direct Labour Organisation (DLO), Networks who undertake the majority of responsive repairs across our properties either via direct labour or subcontracting for some specialist work with supply chain partners. We utilise delivery partners for responsive repairs to our properties in East Anglia. Our blended delivery approach to responsive repairs allows us to be more agile in our delivery through our in-house DLO whilst providing our customers with a high-quality repairs service.

We also utilise external delivery partners for compliance activities such as heating repairs, fire alarms, emergency lighting and lifts, aiming to complete repairs first time, where technically possible, to minimise any inconvenience to customers.

3.5 Assessment

On receipt of a repair request we will assess which category it falls under either Emergency, Routine or Bespoke and this will be communicated to the customer or their nominated representative.

When undertaking the assessment, we will consider the customers vulnerabilities, circumstances, conditions or risks when working out the urgency of the request. A customer could be vulnerable due to physical, mental or other characteristics. **See Additional Customer Requirements Policy.**

We may need to arrange for a technical assessment before raising the repair and if so, we will book an inspection appointment with the Surveyor or Repairs Officer within 20 calendar days of the initial report however this timescale may be brought forward due to urgency of work or applicable regulation, such as damp & mould.

Where a component requires renewal and it is not feasible to do this as part of the reactive repairs service we will refer this to the Planned Investment department for assessment for potential inclusion to the programme. Where this is not feasible the work will be referred back to the reactive repairs team.

MTVH is not responsible for maintenance or replacement of any fixtures or fittings that have been installed by customers and it is recommended that the customers have contents insurance to cover any repair or replacement of such items.

3.6 Dependencies

Colleagues should refer to the following MTVH policies and their accompanying procedures (where relevant):

- **Damp and Mould Policy**
- **Additional Customer Requirements Policy**
- **Planned Property Investment Policy**
- **Complaints Policy**
- **Emergency Access Policy**
- **Property Compliance Policy**

3.7 Appointments

We aim to provide choice and flexibility in repairs appointment times and offer the following appointment times:

- Morning (AM) between the hours of 8am and 1pm
- Afternoon (PM) between the hours of 1pm to 5pm

We will aim to agree a suitable appointment with customers when they report a repair and provide updates and agree additional appointments if the repair requires more than one visit.

Where possible MTVH may agree to provide flexible appointments, or a tailored service based on customer specific needs i.e. school runs, religious holidays or other requirements ie based on protected characteristics or specific vulnerabilities

3.8 Access

Customers are required to give all authorised operatives reasonable access to their home to inspect or carry out work. This is a requirement of the tenancy agreement and MTVH will always give reasonable notice when requiring access, usually 48 hours, except in the case of an emergency. We will follow our **Emergency Access Policy** in emergency situations when we do not have the consent of the customer.

Customers are responsible for removing and putting back (after works have been completed) all personal belongings or fittings in order that work can be carried out if they are physically able. This responsibility includes laminated flooring or carpets owned by the customer and any furniture. We may ask customers to sign a damage waiver form if they are unable to move furniture and we agree that MTVH will carry this out on the customers behalf.

3.9 Quality control

The number of quality control post inspections we carry out are based on the value of the works, the higher the cost of the works, the higher proportion of post inspections.

MTVH will increase frequencies of quality checks if deemed necessary, for example as a result of poor contractor performance for new contractors or where we may have concerns about quality of works of

a contractor. We will also incorporate learning outcomes from customer satisfaction results and complaints into our repair service wherever feasible.

4 Responsibilities

4.1 Landlord and resident responsibilities

The landlord and customer each have repairing responsibilities that are set out in the tenancy agreement or lease and in the repair responsibility section on the [MTVH website](#)., also available in **A guide to repair responsibilities in your home** and shown below:.

Role	Responsibility
<p style="text-align: center;">MTVH</p>	<p>We have a general responsibility to maintain the structure and exterior of the dwelling where we are the freeholder and to ensure that all installations for the supply of water, gas, electricity and for sanitation, and communal equipment are kept in proper working order. See MTVH Responsibilities</p>
<p style="text-align: center;">Tenant</p>	<p>Tenants in addition to their tenancy agreement have a general responsibility to look after their home, report repairs that are the landlords responsibility and give access so that repairs can be carried out. See Tenant Responsibilities. Tenants are responsible for maintaining any fixtures and fittings which they have installed themselves.</p>
<p style="text-align: center;">Leaseholder (including Shared Owners)</p>	<p>Leaseholders are generally responsible for all repairs within their homes and for reporting any repairs to communal areas that are the landlords responsibility to carry out. However, leases may set out different responsibilities and we will always follow the lease in determining the responsibilities of the leaseholders and landlord. Leaseholders responsibilities usually include any pipework/wiring that services that property alone, even when penetrating communal areas.</p>
<p style="text-align: center;">Utility Suppliers</p>	<p>Utility suppliers are normally responsible for all repairs up to and including the relevant meter i.e. gas, electric, water.</p>

4.2 Rechargeable Repairs

All requests for repairs reported by customers will be assessed against our repairing obligations, as outlined in the tenancy agreement and our guide to repair responsibilities on the [MTVH website](#).

Where a reported repair is deemed to be the responsibility of the customer, we may inform them that they are responsible for that repair under the terms of their tenancy/lease agreement. This includes

damage that may have been caused accidentally or as a result of criminal activity. See **Tenants Responsibilities**.

We will inform customers before any recharge is processed.

4.3 End of a Tenancy

At notice to end a tenancy, arrangements will be made with the tenant for the property to be inspected. Following this inspection, the tenant will be informed in writing of any work for which they are responsible prior to vacating the property.

Any re-chargeable works not carried out by the tenant before they vacate the property will be undertaken by MTVH and the cost of the works will be re-charged to the former tenant.

4.4 Right to Repair

MTVH ensure we are compliant with the customers rights under the Right to Repair Scheme.

5 Complaints

Where service timescales or repair quality has not been met to the standard set out in this policy, customers can make a complaint to us about this. All complaints will be handled in line with the MTVH **Complaints Policy** and any learnings from complaints will help to improve our services.

6 Background Legislation

- Landlord and Tenant Act 1985
- Housing Acts 1985, 1988 and 2004
- Environmental Protection act 1990
- Defective Premises Act 1972
- Fitness for Human Habitation Act 2018
- Housing Health and Safety Rating System (HHSRS)

7 Our commitment to Equality, Diversity and Inclusion

In implementing this policy MTVH will not discriminate against any colleague, customer, or stakeholder on the grounds of their sex, sexual orientation, gender reassignment status, ethnic origin, age, religious belief, disability, marital status, and pregnancy/maternity.

An Equality Impact Assessment has been completed for this Policy and is retained by the Policy Team.

8 Key Policy Information

Policy Owner	Director of Property - Compliance & Technical Services
Author	Head of Client and Contract Management
Approved by	Director of Property - Compliance & Technical Services
Effective from	June 2024
Approach to review	This Policy & associated Procedures will be reviewed as required by the owner for changes in legislation, regulation, and operational need. Any amendments will be appropriately consulted on and signed off before being clearly



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	communicated to customers and colleagues. Next expected review is 5 years from the 'Effective date' of this document.
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