

Repairs and Maintenance Policy

STOKE-ON-TRENT CITY COUNCIL



City of
Stoke-on-Trent

Repairs and Maintenance Policy 2025

HOUSING REVENUE ACCOUNT SERVICES

REGULATORY AND STRATEGIC SERVICES TEAM

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Contents

1. Purpose	4
2. Key Principles and Service Standards	4
3. Legal and Regulatory Framework.....	5
4. Equality Statement.....	6
5. Policy Detail	7
5.1 Responsibility for Repairs	7
5.2 Customer Focus.....	10
5.3 Carrying out Day to Day Repairs	11
5.4 Day to Day Repair Categories	11
5.5 No Access.....	15
5.6 Planned Programmes of Work.....	15
5.7 Remodelling and Replacing Obsolete or Uneconomic Stock.....	17
5.8 Repairs to Garages / Lock Ups Sites	17
5.9 Supporting Vulnerable Tenants	18
5.10 Right to Repair and Compensation	18
5.11 Tenant Improvements	18
6. Financial Implications	19
7. Consultation and Communication.....	19
8. Safeguarding	20
9. Links to Other Policies	20
10. Measuring Quality and Performance	20
11. Delivering Value for Money.....	21
12. Policy Review	21
Key Contacts.....	21

Glossary/Definitions 23

1. Purpose

The Repairs and Maintenance Policy sets out how Stoke-on-Trent City Council (the council) will deliver the responsive repairs and maintenance service to Housing Revenue Account (HRA) properties and communal areas, and its approach to delivering planned investment works.

Other repair related activities are covered by complementary policies referenced in Section 9 below.

HRA properties consist of: -

Residential leasehold properties acquired under Part V of the Housing Act 1985 (the Right to Buy) and properties let by way of a residential Tenancy Agreement in accordance with Part IV of the Housing Act 1985 and Part V of the Housing Act 1996. Individual garages and lock ups sites- covered by section 5.8 of this Policy

In this Policy the reference to “tenants/tenant” means persons who occupy their property under the provisions of the council’s periodic weekly Tenancy Agreement provided under the provisions of Part IV of the Housing Act 1985 and Part V of the Housing Act 1996 and shall include the following: -

Secure tenants, non-secure tenants, introductory tenants, demoted tenants (and persons housed as a result of the council’s duty under Part VII of the Housing Act 1996 (homelessness)).

The reference to “leaseholders” means persons who occupy their property under a registered leasehold estate and who acquired the property under the provisions of Part V of the Housing Act 1985 (the Right to Buy provisions).

The reference to “customers” in this Policy refers to both tenants and leaseholders.

2. Key Principles and Service Standards

Our principal aims are:

- To make sure the council provide an effective, modern repairs service that customers can rely on, responding quickly when the need arises.
- To have in place well designed repair and maintenance systems that ensure homes are safe, kept in repair and brought up to, or continue to meet, legislative standards.
- To ensure we repair and maintain the housing stock and communal areas in a way that optimises the use of financial, staffing and other resources and achieves value for money.
- To comply with relevant statutory and regulatory obligations as set out by the Regulator of Social Housing, the Government and other applicable bodies.
- To respect and protect our planet through working practices.

- To deliver a repairs service which provides an effective balance between reactive and planned works.
- To provide services that follow the principles and deliver on the commitments set out in our Tenants' Charter.

To achieve the above, we have agreed the following core objectives.

We will:

- Seek feedback from and listen to our customers, in order to help shape service delivery and continually improve the customer experience.
- Clearly define our repair responsibilities.
- Continually strive for the highest quality of performance and customer satisfaction, in line with agreed performance targets.
- Provide a service that is accessible and convenient for customers.
- Undertake repairs in the most efficient manner with a 'right first time' ethos.

3. Legal and Regulatory Framework

This policy, and the way in which the council's repairs and maintenance service is delivered is underpinned by the council's Tenancy Agreement, the Leases arising as a result of the Right to Buy provisions and the following legislation (including any amendments) where applicable:

- Defective Premises Act 1972.
- Landlord and Tenant Act 1985.
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994/133.
- Gas Safety (Installation and Use) Regulations 1998.
- Electrical Safety, Quality and Continuity Regulations 2002/2665.
- Control of Asbestos Regulations 2012.
- Regulatory Reform (Fire Safety) Order 2005.
- Equalities Act 2010.
- Homes (Fitness for Human Habitation) Act 2018.
- Housing Acts 1985, 1988, 1996, 1998 & 2004.
- Health and Safety Legislation including Health and Safety at Work Act 1974.
- Housing Health and Safety Rating System (England) Regulations 2005.
- Control of Substances Hazardous to Health Regulations 2002 (COSHH) .
- Environmental Protection Act 1990.
- Building Safety Act 2022.
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and the Smoke and Carbon Monoxide (Amendment) Regulations 2022.
- The Building (Higher-Risk Building Procedures) (England) Regulations 2023.
- Social Housing (Regulation) Act 2023.
- The Hazards in Social Housing (prescribed Requirements) (England) Regulation 2025 (Awaab's Law)

This policy is predominantly concerned with meeting the Social Housing Regulator's Safety and Quality standard.

The Safety and Quality standard requires landlords to provide safe and good-quality homes for their tenants, along with good-quality landlord services. This policy addresses how the Council will meet the following expectations:

- Enabling repairs and maintenance issues to be reported easily.
- Setting timescales for the completion of repairs, maintenance and planned improvements, clearly communicate them to tenants and take appropriate steps to deliver to them.
- Keeping tenants informed about repairs, maintenance and planned improvements to their homes with clear and timely communication.
- Understanding and fulfilling maintenance responsibilities in respect of communal areas.
- Delivering repairs, maintenance and planned improvements to homes and communal areas is informed by the needs of tenants and provides value for money.

The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (also known as 'Awaab's Law) places further duties on social landlords to address all emergency hazards and all damp and mould hazards that present a significant risk of harm to tenants in fixed timeframes. This policy outlines the role of the council's repairs and maintenance function in complying with these duties.

The policy is aligned with the council's Housing Revenue Account (HRA) Asset Management Strategy and HRA Business Plan.

4. Equality Statement

The council recognises that it provides housing for communities which include wide social diversity and it is committed to providing equal access to services.

This policy aims to treat all customers fairly, with respect and professionalism. In line with the duty placed on the local authority under the Equalities Act 2010 specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation and marital status. The approach adopted within this policy focuses on understanding individual circumstances in order to provide appropriate advice and support; this includes understanding the needs of tenants who have protected characteristics. Consideration will therefore be given to language barriers, accessibility and cultural issues which may affect a tenant's ability to manage their tenancy or seek advice on problems, and resolutions which take account of the individual's beliefs and abilities.

The council will enable all its tenants and leaseholders to have clear information and equal access to available services and information in a range of appropriate languages and formats will be provided when requested. This policy has been designed to be fully inclusive regardless of the ethnicity, gender, sexuality, religious belief, or disability of service users or residents. The Equality Impact Assessment will be reviewed as part of reviewing the policy document in order to inform any changes that may be required.

From time to time the council may ask tenants to provide details of their gender, age, religion, disability, ethnicity and sexual orientation in line with the protected characteristics identified within the Equalities Act 2010 to help the council to deliver more effective, appropriate and inclusive policies and practices. All data collected is kept securely, used only for monitoring purposes and is de-personalised at the point of analysis to protect individual's privacy.

5. Policy Detail

5.1 Responsibility for Repairs

The extent of the council's repairing obligation differs dependent upon whether the property is held under a tenancy or a leasehold interest. With regard to leaseholders, the extent of the council's obligations is determined by the lease and statute. In respect of tenants, the council's repairing obligation are governed by statute and the current tenancy agreement in place at the time.

Responsive repairs is a service provided to tenants but also covers the communal areas of a block of flats occupied by leaseholders

The council, and contractors employed by the council, will aim to ensure that responsive repairs are completed correctly at the first visit and that disruption to the tenant and their home is minimised. When this is not possible, we will ensure that this is communicated with the customer and they understand what will happen next, and when it will happen. Some repair issues will also need to be inspected before the repair is carried out to understand or scope out the work needed.

Responsive repairs will normally fix or replace fixtures and fittings supplied by the council on a like for like or improved basis or, where this is not possible we will aim to provide the tenant with choices in relation to the replacement.

All tenants (and leaseholders where relevant, for example repairs required to communal areas) are required to report any repairs which are the responsibility of the council promptly. The tenant (and leaseholder if applicable) must also allow the council and its appointed contractors, reasonable access to undertake the required repairs and any necessary surveys or inspections.

5.1.1 The Council's Responsibilities

Leaseholders

In connection with leasehold properties which have been sold under the Right to Buy provisions and which form part of a building, the council is required to keep in repair, the main structural parts of the building including the roof and foundations (but not the glass of the leasehold flat) and the pipes, drains and cables and the fire doors to the building. This obligation is subject to the payment of a service charge as provided within the provisions of the lease.

Tenants

In connection with tenancies, the council is responsible to its tenants for carrying out the following repairs and maintenance service:

- Repairs to the structure and exterior of the property (including drains, gutters and external pipes) and the maintenance of fixtures and fittings supplied by the council.
- Maintaining communal areas, including lighting to these areas.
- Maintaining external paintwork on the building.
- Keep in repair and proper working order the installations for the, gas and electricity; this includes the carrying out of gas, electrical and solid fuel certified checks, in line with current legislation.
- Keeping in repair and proper working order the installations for space heating and heating water; in other words, the heating equipment within the property (if heating provision is beyond economic repair the council will consider replacement with an alternative form. The council does not provide or replace a secondary source of heating as standard. Secondary sources of heating will only be provided on a discretionary case by case basis and at cost to the tenant).
- Keep in repair and proper working order installations for the supply of water and sanitation (including basins, sinks, baths and toilets).
- Keep properties in repair to prevent damp and mould occurring. Address and respond to reports of damp and mould hazards and other emergency repairs, in line with current legislation.

Wherever possible the council may repair or make safe any fencing which it has installed, but if the fencing cannot be repaired or made safe it may be removed or replaced.

Any decision to provide new or replacement fencing may not be on a like for like basis and will be based on issues around:

- Health and safety.
- Privacy.
- Amenity.

The council is not responsible for repairing or replacing shared fencing/walls where this has been provided by the tenant as a Tenant Improvement.

For more information on fencing, please see the Fencing Policy.

Under the terms of the council's Tenancy Agreement, there are certain matters which are the tenant's responsibility; these are:

- Work needed as a result of wilful damage or neglect.
- Tenant's own fittings, including fridges, cookers, washing machines, showers, shower curtains, blinds and floor coverings.
- Toilet seats.
- Plugs and chains to sinks, wash basins and baths.
- Easing of internal doors after installation of carpets or other floor finishes.
- Damaged or missing internal door handles caused by the tenant or anyone living with the tenant or their visitors.
- Replacement of door locks as a result of lost keys.
- Internal decoration, including decoration required following repairs.
- Clothes lines, posts or rotary dryers to houses and bungalows.
- Broken glass to windows and doors arising as a result of wilful damage and neglect on the part of the tenant or a member of their household.
- Curtain, picture and dado rails.
- Locks, latches and bolts to gates, garages, lock-ups, sheds and outhouses
- TV aerials (unless provided by the council as part of the communal TV system)
- Replacement bulbs to interior and exterior lights (including low level security lights).
- Boundary fencing undertaken by the tenant as a Tenant Improvement.
- The repair or replacement of any fitting, structure or finish that has been undertaken as a Tenant Improvement.
- Hairline cracks and small areas of damaged plaster which could be easily repaired with filler.

Tenants are responsible for any damage to the contents of their property and are encouraged to ensure they have appropriate insurance in place to cover their personal possessions.

If the tenant undertakes any of the works listed above and as a result they cause damage which could result in significant risk to the tenant, visitors to the property or local residents, then the council reserves the right to undertake any necessary resulting repairs at a cost to the tenant. Equally, if the damage has arisen as a result of the tenant's action then the council will recharge the tenant for the cost it incurs in putting it right. This also includes blockages to sinks and toilets through inappropriate use and/or disposal.

In exceptional circumstances, the council may undertake the work listed above at its discretion. This particularly relates to vulnerable tenants (Reference Section 5.11 below).

The council reserves the right to recover, via the civil courts if necessary, the cost of any repairs to the property where damage has been deliberately caused by the tenant, members of their household or visitors to the property. However, this will not apply if the damage has occurred as a result of a crime and provided the tenant has reported the incident to the Police and has a crime reference number.

However, the council will seek to recover the cost of any associated repair works if:

- The damage was as a result of criminal activity which involved the tenant or a member of the household, except in exceptional circumstances
- The repair is required as a result of forced entry by the police if this action results in a successful conviction of the tenant or member of the household.

5.2 Customer Focus

We aim to provide a service that meets our customer's needs, treats everyone with respect, focuses on the things that are important to them and builds a relationship of mutual respect. To make sure this happens we have Repairs Service Standards for working in and around customers' homes and void properties, please see Annex A of this policy.

Customers are required to treat council staff and contractors with respect whilst they are working on their property. Customers are expected to refrain from smoking whilst operatives are working in the property and, are also expected to remove animals from the areas where operatives are working.

The following need to be taken into consideration when access is required to complete a repair.

- Customers must allow authorised staff of the council or other agents/contractors into their home at all reasonable hours to inspect its condition, do any repairs needed, or improvements or to service appliances or to carry out work the council considers necessary to make sure the property and surrounding properties do not put the customer or anyone else at risk here possible.
- The council may need to gain access to homes to inspect, clean or repair a home or neighbouring dwelling, or any sewers, drains, pipes, wiring or cable serving a home or neighbouring dwelling.
- Authorised staff may need to enter a property without notice in an emergency, using reasonable force, if necessary, if staff feel there is a risk of personal injury or damage to property or surrounding properties.
- Customers must not cause or commit or allow anyone living with them or visitors to cause or commit any form of harassment or other anti-social behaviour, and this applies to the way in which they treat our employees, agents and contractors.
- If reasonable access is not provided the tenant or leaseholder may be liable for any further damage caused to the property through an inability to repair it. This will also include legal and court costs if an injunction is required to gain access.

Where appropriate a customer may ask for a security code word to be used to gain access. If given this will be made available to the member of staff or representative to give added security to customers that feel especially vulnerable.

More details on how services can be adapted for vulnerable customers are provided in the Vulnerability and Reasonable Adjustment Policy.

5.3 Carrying out Day to Day Repairs

The council aims to utilise its resources effectively and efficiently to provide a high quality, responsive repairs service in line with its repairing obligations, whilst at the same time ensuring that its repairs service meets the needs and expectations of tenants and leaseholders where relevant. The delivery of this objective will be balanced with the need to make sure that the day to day repair activities support a range of broader asset management objectives and securing of good value for money for the council.

Day to day repairs are those carried out when components fail and cannot wait to be undertaken under a cyclical, planned maintenance or planned improvement programme. These works, which are funded directly from rental income revenue or service charges, comprise of responsive repairs to items such as plumbing/sanitary equipment, door/window fittings, heating appliances and electrical installations.

The council will maintain a range of ways for repairs to be reported in order to ensure that the service is accessible to all customers, these include:

- Via the Repairs and Maintenance Portal.
- On-line at: www.Stoke.gov.uk.
- Downloading the My Stoke App from Google Play Store or the Apple App Store.
- Telephone: 01782 234100.
- In writing to Repairs and Maintenance Service, Stoke-on-Trent City Council, Alton House, Cromer Road, Stoke-on-Trent.
- In person at a Customer Service Centre.

The above list does not exclude any statutory and/or other methods of reporting matters set out within the tenancy agreement and/or the lease.

Repairs can be reported by council officers, support workers or carers using any of the methods above. It is the tenant's responsibility to report repairs promptly as and when they become needed, particularly if leaving the repair unattended could cause further damage or deterioration to the property or risk of injury to residents or others. Failure to report repairs may be considered neglect of the property and is a breach of the tenancy agreement.

5.4 Day to Day Repair Categories

In order to help deliver a more efficient and cost-effective value for money service, repairs will be prioritised according to the nature of the work involved. Repairs that are required as a result of component failure or breakdowns, that put customers' health and safety or the property at risk, will be dealt with faster than those that can safely wait. Within this, all repairs will be undertaken within a reasonable timescale and, where applicable, within the timelines prescribed in the Right to Repair regulations.

5.4.1 Repair Categories

Category	Description	Response Time	Examples of Hazards/ Repairs
Emergency Hazards/ Repairs	<p>Hazards that pose 'an imminent and significant risk of harm' to the health or safety of the tenant in the social home.</p> <p>Priority will be given to vulnerable tenants or those repairs that arise from acts of harassment or anti-social behaviour.</p>	<p>Investigate potential emergency hazards/repairs, if the investigation confirms emergency hazards, undertake safety work (i.e. make safe) as soon as reasonably practicable and both within no longer than 24 hours.</p> <p>Begin, or take steps to begin any further required works within 5 days of the investigation concluding.</p> <p>If relevant safety works cannot be completed within 24 hours or sooner, provide suitable alternative accommodation.</p> <p>The tenant will be kept updated throughout and information provided on how to keep safe.</p>	<p>No heating where there is not have a separate gas or electric fire (seasonal – 31st October to 1st May).</p> <p>Heating system break-down which leaves a home with no heating, temporary heaters will be provided if required.</p> <p>No hot water, where no other source in the property (seasonal 31st October to 1st May).</p> <p>Damp and Mould hazards that are an emergency hazard.</p> <p>Gas leaks</p> <p>Electrical hazards including exposed live cables or complete power failure.</p> <p>Severe water leaks, likely to cause water damage.</p> <p>Insecure property, broken windows and doors leading to a risk to the house</p> <p>Toilet not flushing, where there is no other working toilet.</p> <p>Blocked sink, basin or bath.</p> <p>Smoke/carbon monoxide alarm not working or faulty.</p>
Category	Description	Response Time	Examples of Hazards/ Repairs

<p>Significant Hazards</p>	<p>Poses a 'significant risk of harm' to the health or safety of a tenant.</p> <p>Priority will be given to vulnerable tenants, those repairs that arise from acts of harassment or anti-social behaviour.</p>	<p>Investigate any potential significant hazards within 10 days.</p> <p>Produce a summary of investigations findings and provide to the tenant within 3 days of concluding the investigation.</p> <p>Relevant safety works within 5 days of the investigation, if not, suitable alternative accommodation provided.</p> <p>Take steps to begin any further required works within 5 days of the investigation.</p> <p>If 5 working days is not possible, work will start as soon as possible or within 12 weeks.</p> <p>The tenant will be kept updated throughout and information provided on how to keep safe.</p>	<p>Serious damp, mould and condensation issues that are not an emergency.</p> <p>Non-emergency structural issues causing damp, mould and condensation.</p>
Category	Description	Response Time	Examples of Hazards/ Repairs

<p>Routine Repairs by appointment</p>	<p>Repairs by appointment that need to be carried out to remedy building or component failure and that cannot reasonably wait for a programme of cyclical or planned investment works.</p> <p>Most of these repairs can be completed with van stock, if materials need to be order, another appointment may need to be arranged.</p>	<p>Within 28 days.</p> <p>Customers will be advised of the priority assigned to their repair at the time of it being booked and a mutually convenient appointment will be agreed for attending and carrying out the works.</p> <p>Prioritisation will also reflect the vulnerabilities of the tenant and any prevailing weather conditions.</p>	<p>Small areas of mould that could worsen.</p> <p>Internal doors.</p> <p>Loose tiles.</p> <p>Window repairs.</p> <p>Dripping tap.</p>
<p>Complex Repairs (Responsive)</p>	<p>Major repairs that require more time to complete. They are large complex repairs that require to remedy building defects or component failures that cannot wait for a planned investment programme.</p>	<p>Completed within 90 calendar days unless otherwise agreed or requested by the customer.</p>	<p>Works requiring scaffolding e.g. soffits, fascia and roofs.</p> <p>Repairs that require specialist materials e.g. gates.</p> <p>Component replacements e.g. UPVC doors.</p> <p>Extensive plastering, plumbing and electrical work.</p> <p>Remedial work to correct structural defects.</p> <p>Large ground works e.g. fencing.</p>

5.5 No Access

Where access cannot be gained to undertake a repair, the council will take appropriate measures to make further arrangements for works to be carried out. These measures will include:

- Leaving a card to ask the customer to rearrange a visit or leaving a card with a new appointment time.
- Telephoning or emailing the customer to rearrange the visit.
- Writing to the customer to advise the job has been closed and requesting that they contact the council to log a new job if the repair is still required.
- Sending a surveyor out to inspect in instances where the tenant's original repair report suggests a potentially hazardous situation exists.

If persistent requests are made for repairs and operatives are unable to access the property a call out charge may be applied to the tenant as a recharge. Ultimately, if the customer is unreasonably preventing access to undertake the repairs this may be considered a breach of their tenancy and where relevant a breach of covenant under the lease which may result in legal action being taken. Similarly, if repeated call outs are made by operatives and it is determined no repair is required, the cost of the call out charge may be applied to the tenant as a recharge.

It should also be noted that our operatives may from time to time call at your property earlier than expected to conduct a booked appointment if they are working nearer by or ahead of schedule. This may be helpful to customers, however there is no obligation to accept if it is significantly at variance to the booked appointment.

5.6.1 Cyclical and Planned Maintenance

Cyclical and planned maintenance works are undertaken on regular planned cycles for servicing, inspection and testing of equipment, often as required by statute or regulations and/or to maintain the general condition of the properties, and particularly the electrical and mechanical installations within the properties. The council has a HRA Asset Compliance Strategy and separate Compliance Management Plans (reference section 9 below) relating to most of these areas, including in relation to gas and other fuel safety, electrical safety, fire safety, asbestos management, Legionella and water safety and mechanical and engineering equipment, in terms of this policy, therefore, coverage is restricted to the redecoration of communal areas.

Redecoration of communal areas is generally based around a seven-year cycle. However, common areas may require painting at different intervals based upon the level of wear and tear. Communal areas that are subject to reduced traffic or wear and tear will not require decorating at the same frequency as other parts subject to heavier traffic. Therefore, whilst the painting and decorating programme may identify the decoration to internal stairs and common rooms, these will be inspected and

assessed before any work is undertaken. Where work is not required in the area it shall be re-scheduled for a future inspection within a suitable timescale.

The council generally inspects properties within a 5-year cycle, as are electrical installations. Inspections of gas and solid fuel appliances are annual with smoke and CO alarms tested at the same time. It is important that timely access is granted for these mandatory and regulatory inspections.

5.6.2 Planned Improvement Works

Planned improvement works include the replacement or renewal of building elements or components due to them reaching the end of their life, for example windows (in the case of tenants and leaseholders) and kitchens and bathrooms in the case of tenants.

The council has agreed a 30 year programme of expenditure that meets the long term investment needs of its sustainable housing stock, and meets standards of decency. The range of improvement works will be developed taking account of the investment requirements identified in stock condition surveys, the ongoing suitability and 'performance' of the stock in financial and other aspects, the priorities of current and future tenants and the need to ensure that incremental and sustained improvements are made to the homes we provide.

When replacing building components or facilities, the council will aim to use high quality items that are more sustainable, offer better value for money over time and improve the environment of estates and communal areas.

Planned improvement works will depend on whether the HRA property is held by a tenant or a leaseholder and will fall into a number of different planned programmes which general aim to group work around multiple properties to achieve greater value for money. The principal areas of activity and replacement cycles are set out below:

NB - timing may vary based on the condition of the element(s) to be replaced

Work programme	Frequency
Kitchen replacement applicable to tenants only	20 years
Bathroom replacement, applicable to tenants only	30 years
Boiler replacements, applicable to tenants only	20 years

Windows and doors applicable to tenants and possibly leaseholders' dependent on the terms of the lease	25 years
Electrical rewires applicable to tenants and possibly leaseholders' dependent on the terms of the lease	30 years
External rainwater goods applicable to tenants and possibly leaseholders' dependent on the terms of the lease	30 years
Soffit and fascia replacements applicable to tenants and possibly leaseholders' dependent on the terms of the lease.	30 years

5.7 Remodelling and Replacing Obsolete or Uneconomic Stock

The council's HRA Asset Management Strategy provides for remodelling or replacing obsolete or uneconomic stock with new properties, which are better designed to meet future needs and create a better-balanced stock portfolio. The intention is that, rather than spend large amounts of money trying to repair, maintain and improve stock which falls into this category, the opportunity is taken to consider all the alternative options. These options maybe (where funds allow) to remodel or replace it with redesigned or new, high quality properties that are better suited to the future needs of tenants and are of a type which aids the development of a balanced housing stock portfolio. In the case of any buildings where properties have been sold under the Right to Buy provisions, separate negotiations would be undertaken with relevant leaseholders.

5.8 Repairs to Garages / Lock Ups Sites

Demand for garages and lock up sites has reduced significantly over the last 5 years. As a result, the garage and lock up sites have undergone a wider asset review and in some cases longer term alternative uses for sites have been identified. Over the coming years repairs to garages will only be undertaken if there is a significant risk of harm or there is demonstrable demand for the garages in the area. In some cases tenants may be offered an alternative garage which is in good condition if repairs to their current garage are deemed uneconomical.

5.9 Supporting Vulnerable Tenants

In order to protect its more vulnerable tenants, the council will provide a safety password service. This service provides an agreed password between the tenant and the operative attending the repair when the repair is logged.

The council may also undertake repairs listed in Section 5 (those listed as being the tenant's responsibility) if the tenant meets one or more of the following criteria:

- Have a particular characteristic which makes it more difficult for the individual to access council housing and related housing services and/or
- Experience an exceptional life event and/or
- Are currently unable to act independently and/or
- Are unable to cope with managing their tenancy without additional support.

The council may carry out the maintenance which would normally fall under the responsibility of the tenant either at a nominal fee or free of charge dependent upon the circumstances.

Some tenants have specialist adaptations, fixtures or fittings to their property as a result of specific needs, including physical disabilities or risks from domestic abuse. In the vast majority of cases these will have been fitted by dedicated support services and will be maintained by them for a minimum of twelve months after they have been fitted. After this time maintenance and repairs can be logged in the normal way as a routine repair. Out of hours repairs may be undertaken if there is a significant risk to the tenant if the works are not completed quickly.

More information on supporting vulnerable tenants is provided in the Vulnerability and Reasonable Adjustment Policy.

5.10 Right to Repair and Compensation

Under 'The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994' secure and introductory tenants are entitled to have certain repairs carried out within a prescribed period of time.

Damage to internal decorations as a result of a general responsive repair will not generally be compensated unless such damage is as a result of a programme of major repair.

5.11 Tenant Improvements

Tenant improvements are works carried out on the property by the tenant with the express permission of the council. The council is not responsible for the ongoing repair, servicing and maintenance in respect of such works. More information on tenant improvements are provided in the Tenancy Management Policy.

6. Financial Implications

The costs of undertaking and managing the repairs and maintenance activities of the council are accounted for within the Housing Revenue Account (HRA). As part of the financial regulations in relation to HRA, the council is obliged to ensure that there are sufficient funds available to cover the costs of repairs and maintenance to all properties. The costs of repairs will be considered as part of the annual rent review and service charge review. The annual budget for day to day and planned repairs has been accounted for within the HRA Business Plan.

The council will review and amend its HRA Business Plan from time to time to take into account any significant changes to the policy and/or operating environment. These amendments may impact on the funding available for the council's repairs and maintenance activities.

7. Consultation and Communication

The development of this policy has included views from a range of relevant stakeholders including customers, internal teams, and the Cabinet Member for Housing and Environment. The wider scope of the policy also allowed reflection of best practice elsewhere and incorporated the relevant statutory requirements.

8. Complaints

The council actively encourages all customer feedback about its services, and uses complaints, comments and compliments to review and improve our services.

A complaint is an expression of dissatisfaction however made, about the standard of service, actions or lack of action by the council its own staff, those acting on its behalf, affecting an individual resident or group of residents.

If a customer is dissatisfied with a service that has been provided, they can make contact via:

- The council formal Complaints Procedure. Details are available from any council office or online [Comment on a council service Stoke-on-Trent](#).
- Telephone – 01782 234100.
- Email – rms.enquiries@stoke.gov.uk.
- Message via social media – FaceBook/Twitter.

Complaints will be acknowledged within 2 working days with a response to the customer within 10 working days.

The customer has the right to challenge the response to their complaint via the appeals process. Further information on how complaints are processed can be found in the compliments, comments & complaints policy and complaints process leaflet.

The council will never unreasonably refuse to escalate a complaint through all stages of the Complaints procedure. If a complaint is refused escalation, we will explain the clear and valid reasons for taking that course of action and also set out the customers' right to take this decision to the Housing Ombudsman.

9. Safeguarding

There is a formal framework in place for identifying, reporting and recording safeguarding issues. Council staff and by external contractors have all had relevant safeguarding training and this will be refreshed on an annual basis.

10. Links to Other Policies

The Repairs and Maintenance Policy is a key document of the council and sits under the council's HRA Asset Management Strategy.

The key documents with which the Policy has links are:

- HRA Asset Compliance Strategy – covering:
 - Gas and other Fuel Safety.
 - Electrical Safety.
 - Fire Safety.
 - Asbestos Management.
 - Mechanical and Engineering Equipment Safety.
 - Legionella and Water Safety.
- Damp and Mould Policy
- Tenancy Management Policy
- Estate Management Policy.
- Tenancy Agreement.
- Leases – Leaseholders.
- Major Adaptations Policy.
- Tenant and Leaseholder Compensation Policy.
- Rechargeable Repairs Policy.
- Void Management Policy.
- Vulnerability and Reasonable Adjustment Policy
- Decant Policy

11. Measuring Quality and Performance

The council is committed to ensuring that its repairs and maintenance services are delivered to a high standard and provide high levels of customer satisfaction. In order to help it do this, it will monitor and manage performance through a range of methods and upholding statutory measures.

The council will measure and evaluate performance against a range of appropriate and relevant performance indicators and will benchmark itself against other social

housing providers. The council may audit the quality of repair works and investigate complaints in relation to the standard of works, and will actively collect and analyse tenants' views on the repairs service provided, with feedback collected by staff acting independently of the delivery of the service.

Performance information and benchmarking data will be reported to the council's cabinet and our customers through the Annual Report and our Customer Engagement Framework.

12. Delivering Value for Money

The council is committed to ensuring its repair and maintenance services offer excellent value for money and will therefore ensure that a range of mechanisms are in place to demonstrate value.

The mechanisms used will include:

- Benchmarking against peers.
- Market testing against other providers.
- Reviewing internal cost and performance data.
- Internal business reviews.

Demand information for the repairs service will be kept under review in order to identify trends in repairs within different geographies, failure of particular elements or issues with particular property types. This information will be used to inform the planned maintenance programme to deliver a more cost effective programme of works, and to identify properties where repairs are not being regularly reported to ensure that that tenant has not failed to report required repairs through vulnerability or negligence.

13. Policy Review

The policy will be reviewed periodically to ensure it is consistent with changes in legislation and regulation.

As standard, the policy will be reviewed at five yearly intervals.

14. Key Contacts

Key Contacts

For comments or complaints about a service contact:

- On-line at: www.Stoke.gov.uk
- Downloading the My Stoke App from Google Play Store or the Apple App Store
- Telephone: 01782 234100
- In person at a Customer Service Centre.

- In writing to Repairs and Maintenance Service, Alton House, Cromer Road, Stoke-on-Trent.

For comments in relation to this policy and its development please contact the Regulatory and Strategic Services Team:

- Email: housing.strategy@stoke.gov.uk
- Telephone: 01782 234234 (office hours only)

Do you require this document in another format or language?

To request this document in an alternate format such as large print or Braille, please contact the Tenant Relations Team:

- Telephone: 01782 234234 (office hours only)
- Email: housing.engagement@stoke.gov.uk
- Post: Tenant Relations Team, Floor 3, Civic Centre, Glebe Street, Stoke-on-Trent ST4 1HH.

You can translate this policy into any language by saving it to a device and then uploading it to Google's document Translation service.

If you would like further information on how to translate a document or how to influence policy development, please contact the Tenant Relations Team using the contact details provided above.

+36 Glossary/Definitions

Throughout this policy document, it is inevitable that words or phrases are used that are readily understood by some readers, but which are new to other readers and their meaning is not immediately apparent. The meaning of some words/phrases used in this document is given below:

Asset Management - the range of activities undertaken to ensure that the Housing Stock meets the needs and standards for the future

Decent Homes Standard - a standard set nationally which states that a Decent Home is one which meets all statutory requirements in relation to the Housing Health and Safety Rating System, is in a reasonable state of repair, has reasonably modern facilities and provides reasonable thermal comfort.

Equality Statement – Sets out the council’s commitment to ensure everyone is treated the equally.

HRA - Housing Revenue Account (the account where the rental and service charge income are collected and then expended on housing related services and properties)

Major Adaptations - refer to changes to the property or equipment provided in order to assist a disabled person to live more independently.

Recharge – is the cost of repairing or putting right damage or neglect to properties. The costs are charged to the tenant and reclaimed.

Value for Money – is the overall value based on cost, efficiency and effectiveness.