



AST-POL-22-07
Responsive Repairs & Maintenance
Policy
July 2020

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	The purpose of this policy is to ensure that Torus provides an efficient and consistent responsive repairs service which represents value for money.		
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1. INTRODUCTION

Torus is committed to keeping its properties in a good condition and in doing so will meet both its statutory and contractual responsibilities. Torus's approach to property maintenance is detailed in its Great Homes Strategy (Asset Management Strategy).

Torus recognises that its customers consider the delivery of an excellent repairs service to be very important to them. As such Torus aims to provide a quality service, on time and with the highest standards of customer care. This is achieved through ensuring flexibility, consideration for individuals and continuous monitoring of the cost-effectiveness of the repairs services team to meet the challenging and developing expectations of Torus's customers.

2. PURPOSE

The purpose of this policy is to ensure that Torus provides an efficient and consistent responsive repairs service which represents value for money. This policy has been developed to ensure that all tenants and leaseholders are aware of how to report a repair and the timescale in which the repair will be carried out. The repairing obligations for both Torus and Torus's customers can be found in the Torus Tenancy Agreement.

3. SCOPE (Links to the Corporate Plan and Great Homes Strategy)

This policy applies to any customer who lives in a Torus property. Torus is responsible for some leasehold repairs (mainly structural and the fabric of the building) and will carry them out as detailed under the terms of the lease agreement.

4. POLICY

a. Reporting a Repair

Torus is committed to making access to its services as simple as possible. In view of this there are a number of ways for tenants and leaseholders to report repairs:

- i. At a local office;
- ii. By telephone;
- iii. By email;
- iv. Via the internet /self-service portal;
- v. By letter; and
- vi. Via a Tenant and Resident Association representative with the agreement of the tenant/leaseholder.

b. Operating Hours

- i. The repairs service Torus will operate within core hours unless arrangements are made to specifically work outside of these hours. Core hours are:
 1. Monday to Friday 8:00am to 5:00pm hours; and
 2. Saturday 8:00 to 5:00pm (by appointments with 7 days' notice).

- ii. Works undertaken via an appointment will only be permitted to continue to work on site up to 7.00pm. This is to give consideration to neighbouring properties and customers.
- iii. In order to ensure the correct repair is scheduled, Torus staff will confirm the exact nature and extent of the repair with the customer, including:
 - 1. Any associated repairs, required or previously reported;
 - 2. Access arrangements;
 - 3. Customer communication preference;
 - 4. An appropriate appointment for undertaking the works;
 - 5. Describing the extent of the works including approximate duration;
 - 6. Requesting customers to clear the area ready for repair; and
 - 7. Any vulnerability-related or other special arrangements required to facilitate the repair.
- iv. An Out of Hours service will be provided every day of the year for **Emergency Repairs only**. This means that unless the repair creates a danger to life or may cause serious damage to property or possessions it may not be dealt with until the next working day. While work is underway to align the service offer, the out of hours service currently operate as follows:
 - Monday to Friday - between 5:00pm to 08:00am; and
 - Weekends - between 5:00pm Friday and 8:00am Monday.
 - The out of hours service will also operate on Public Holidays

c. **Appointments**

- i. In order to ensure flexibility and maximise access to carry out repairs Torus aim to maximise the use of customer appointments.
- ii. Customers will be offered appointments for all repairs other than Emergency Repairs. Appointment slots will be offered as follows:
 - 1. Mornings: - 8:00am – 9:00am, 8:00am – 1:00pm, 9:30am – 2:30pm;
 - 2. Afternoons: - 12:00noon – 5:00pm;
 - 3. All Day
 - 4. Early evening between 4:30pm – 7:00pm; and
 - 5. Saturday by appointment 8:00am and 5:00pm (7 days' notice required for a full day Saturday appointment).

d. **Prioritising a Responsive Repair**

- i. All repairs are prioritised as either **Emergency, by Arrangement or Programmed Repair**.
- ii. **Emergency Repairs** – These include repairs affecting the safety or basic security of the property or potentially affecting the health of the household or visitors (e.g. gas leaks, uncontrollable water leaks and serious electrical faults.) TORUS will make safe any emergency repairs within **4 hours** and will aim to complete the job within **24 hours**.

- iii. **By Arrangement** - These are repairs that can wait without causing major inconvenience to the customer e.g. a leaking gutter. These works can be carried out at a scheduled appointment to suit the customer's availability (excluding Sundays and Bank Holidays). These repairs normally require the organisation of materials to facilitate the repair. TORUS will aim to complete all routine repairs within 20 calendar days.
- iv. **Programmed Repairs** - These are repairs that are non-urgent but that can also be complex in nature (such as structural repairs or those that can be combined to be delivered in a more efficient way). These repairs may also require a higher degree of customer consultation or planning.
- v. Subject to the conditions below, Torus will aim to complete all works classed and processed as Programmed Repairs within 60 days of reporting.
- vi. Alternatively, these works may be added to planned or cyclical improvement programmes where they will be scheduled to be completed within a reasonable timescale.
- vii. Torus aims to complete all repairs within timescales that are reasonably achievable, and timescales are closely monitored. However, there may be works where certain parts or specialist engineers/services are required and these repairs may take longer than usual as a result.
- viii. Customers will be kept informed of any potential delays with a repair and, where appropriate, temporary measures will be put in place to mitigate the situation (e.g. temporary heating will be provided in the winter months whilst waiting for a part to a central heating system).

e. **Communication**

- i. When a repair is reported, customers will receive an acknowledgement by text (providing an up to date current contact telephone number is held) identifying the job number, the repair classification and an appointment or target date for completion.
- ii. Customers will be requested to confirm their preferred method of communication, so that the most effective method is selected. Where possible, customers will receive a call or text prior to any appointment to confirm access arrangements.
- iii. Torus and its repair contractors will provide access to translation and interpretation services and ensure that any information distributed to customers and leaseholders regarding a reported repair and customer obligations are made available in appropriate formats and languages.
- iv. Torus will work with individuals and communities where there are specific areas of concern for customers and will ensure that customers with disabilities and/or special requirements are dealt with sensitively and in line with their individual needs. For further information please refer to the Equality & Diversity Policy.

f. Customer Responsibilities

- i. Customer responsibilities for repairs are set out in general terms in the Torus Tenancy Agreement and schedule. The following list of examples is not exhaustive:
 1. Keeping the property clean, in good condition and well decorated;
 2. Torus will not accept any liability for damages or responsibility for maintaining or replacing items installed by customers (including, for instance, laminate/ceramic flooring or lighting that may become damaged in the course of reasonably undertaking a repair; Torus will not accept liability for any damages
 3. Carrying out small repairs; and
 4. Maintaining and keeping gardens tidy and free from overgrown trees and rubbish.
- ii. Torus may carry out these works, at their discretion, where the customer's ability to do so is affected by health, disability or vulnerability issues. Examples of customers' repair responsibilities are contained in **Appendix 1**.
- iii. As well as carrying out the above repairs, Torus will expect all customers to abide by the terms of their Tenancy Agreement regarding repairs and maintenance by allowing Torus contractors, staff members or appointed specialists to:
 1. Inspect the property or any surrounding property;
 2. Repair the property or any surrounding property;
 3. Improve the property or any surrounding property; and
 4. Carry out work that Torus considers necessary to make sure the property and surrounding properties do not put any customer or anyone else at risk. This includes allowing access to conduct electrical inspections, annual gas servicing and health and safety inspections.
- iv. Failure to give access to carry out repairs, whether they are responsive or planned, or for access for Torus to inspect the property, may result in TORUS taking legal action to gain access. Torus will normally give notice in writing, but in the case of an emergency, Torus reserves the right to obtain immediate access.
- v. Leaseholders of flats and maisonettes should report repairs relating to the communal area and building fabric of their blocks in the same way as tenants. Torus will be responsible for all repairs which are detailed as the landlord's responsibility under the terms of the lease and will recover the costs of these via the sinking fund or service charge. Consultation will take place on all major repair works in line with legislation.
- vi. Torus is responsible for all communal areas and repairs can be reported by customers, leaseholders or Torus staff and will be recorded on a block by block basis. Communal areas will be monitored by Housing Officers and via estate inspections. Repairs to communal services such as firefighting equipment, lifts, communal lighting etc. can be reported in the normal way.
- vii. After stock transfer in 2008, Torus (legacy Liverpool Mutual Homes) has continued to carry out minor repairs, but not renewals, to communal aerials in order to maintain a service. Some communal aerials remain; however, the minor repairs service has now

ceased, and customers need to make alternative arrangements to receive digital reception.

- viii. This does not apply in sheltered schemes and refurbished service charged blocks such as Baden House, Prescott House and Marwood Tower. Communal aerials in these blocks and sheltered schemes can receive digital TV. Torus will continue to provide and maintain these aerials as they are covered by a service charge agreement.
- ix. An estimated duration for the completion of the works will be communicated to customers when reporting the repair, so they are aware of the time operations staff will be in their home.

g. Right to Buy/Acquire

- i. Where customers have applied to purchase their home, repairs will be restricted to Emergencies only.

h. Inspections

- i. From time to time due to the nature of the repair, some jobs will require a technical inspection prior to an order being issued to the repair's contractor. Torus will arrange for a Surveyor to visit via an arrangement that is mutually convenient, except in the case of an emergency. Once the Surveyor has visited the property, the customer will be advised if a repair is required, and if so, what priority the repair will be given.

i. Post Inspections

- i. In order to monitor and verify the quality of repairs being carried out Torus will inspect a minimum of 5% of all other completed repairs and any repair subject to negative feedback from a customer, Member of Parliament, member of staff, Ombudsman or Board Member.

j. Chargeable Repair

- i. Torus must ensure that its resources for repairs and maintenance are maximised and therefore will recharge customers for repairs that are not Torus's responsibility e.g. lost keys or if Torus has to carry out a repair to a property which has been caused through damage, either wilful or accidental by family, friends or visitors. Full details are available in the Chargeable Repairs Policy.

5. PLANNED MAINTENANCE /CYCLICAL MAINTENANCE

- a. The Planned Maintenance and Cyclical Maintenance Programme will be administered separately but in conjunction with the Responsive Repair Service. Planned works are designed to improve properties and bring them up to a standard known as the 'Torus Standard'.
- b. Cyclical repairs are those repairs that need to be carried out on a regular cycle in order to keep the property in good condition. Examples of cyclical repairs are external painting; cleaning of gutters; electrical testing, and water hygiene works.

6. CONTRACTORS

- a. In consultation with customers Torus will appoint a suitable 'main contractor' who will have appropriately trained and skilled staff to carry out the repairs. All of Torus's contractors and sub-contractors will have been financially vetted and will have signed up to Torus's policies and procedures or produced their own policies and procedures in respect of confidentiality, data protection, Health & Safety, Equality and Diversity and code of conduct and will be approved by Torus. Torus will work within the principles of partnering with all its contractors to explore innovative and best practice initiatives such as standardisation, value for money and joint procurement methods.
- b. On attending a property all operatives will:
 - Show identification;
 - Be polite and courteous at all times;
 - Take care not to damage customers' possessions, or property by using dust sheets/covers as required;
 - Ensure tools and materials are not left in a dangerous position;
 - Clear and take away all rubbish resulting from the job;
 - Ensure services affected by the repair are working before leaving;
 - Keep appointments made or make contact if they are going to be delayed or have to re-arrange; and
 - Give an explanation if the repair is going to be delayed.

7. DECANTS

- a. From time to time customers may have to move out of their home on either a temporary or permanent basis to enable work to be undertaken. Torus staff will make arrangements for the relocation and will keep customers informed on the progress of the works. For further information please refer to the Torus Decant Policy.
- b. If a property is considered 'unsustainable' Torus will work with customers to arrange permanent relocation from the property to a new home.
- c. Torus will only carry out Emergency repairs on 'unsustainable' property to ensure cost effectiveness and will wherever practicable repair rather than renew component parts.

8. DAMAGE CAUSED BY POLICE

- a. Occasionally the Police may need to effect entry to a home to detect or prevent a crime. If it is found that the Police have lawfully entered the property, the cost of any resultant repairs will be the customer's responsibility. If the customer fails to make good the damage Torus reserves the right to do the work and charge the customer. Where no evidence of a crime is found Torus will rectify the damage and Torus at their discretion may pursue the Police for recompense.

9. INSURANCE

- a. Torus will ensure the fabric and structure and certain fixtures and fittings but **WILL NOT** insure the customer's contents unless it is a furnished tenancy. In the case of furnished tenancies, it is only Torus's fixtures and fittings that will be insured, and the customer remains responsible for

the insurance of their own belongings. Therefore, in the event of any major accident such as fire or flood Torus will repair the building fabric, but it is a customer's responsibility to replace any home contents and for any consequential loss. In the circumstances where Torus deem it is uneconomical to repair or re-instate a property, which has been seriously affected by fire or other causes, Torus reserves the right to offer suitable alternative accommodation.

- b. Torus advises customers that it would be in their best interest to take out content insurance. Torus will provide customers with information on low cost "Home Contents Insurance".

10. VULNERABLE PEOPLE

- a. Torus recognises that some customers are vulnerable and may require an enhanced repairs service either on a permanent or temporary basis. Torus will strive to provide this enhanced service and work with external agencies and its repairs contractor to ensure those customers' needs are known and acted upon.

11. RIGHT TO REPAIR/IMPROVEMENT

- a. Section 96 of the Housing Act 1985 (as amended) gives customers the "Right to Repair". Customers have the right to have certain urgent minor repairs carried out where the repair may affect health, safety or security. If Torus does not finish a repair within the target time, nor complete the repair after a second request, customers may be entitled to compensation.
- b. From time to time, customers may wish to carry out improvements to their home and in general Torus will not unreasonably withhold or refuse permission. Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) give customers the right to make improvements or alterations to their homes; however written consent from Torus and all other necessary approvals e.g. planning permission or building regulations approval and safety certificates on completion of gas and electrical work must be obtained.

12. CUSTOMER SATISFACTION/FEEDBACK

- a. Torus takes any dissatisfaction with its repairs service or performance of its contractors very seriously and will always welcome feedback. All complaints regarding a repair or the conduct of any contractors will be dealt with via Torus's Customer Feedback Policy and process.
- b. Torus welcomes suggestions and complaints from people who use or provide its services. Torus believes that this can provide important lessons to help us ensure that the service is improved for everyone.
- c. If you have something to say about Torus's policies and procedures or the information that is provided about them, please let us know in writing to: -

**Torus - Central
4 Corporation Street
St Helens
Merseyside, WA9 1LD**

**Telephone: 0800 678 1894
Via the website www.torus.co.uk
By e-mail to: info@torus.co.uk**

Other Offices:

Bank Park House, Kendrick Street, Warrington WA1 1UZ
The Observatory, 1 Haymarket, Liverpool L1 6RA
Open Monday to Friday 9:00am – 5:00pm

13. DIVERSITY & INCLUSION

A key aim of the Torus approach to diversity and inclusion is to ensure that it is embedded in service delivery policies and procedures.

In recognition of this Torus aim to deliver services that are;

- relevant and fully accessible to all
- tailored to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community
- compliant with all aspects of Equality and Diversity legislation

14. MONITORING & REVIEW

Torus Repairs & Maintenance Team is responsible for reviewing this policy as a minimum on an Annual basis, or prior to this where legislative change or amended work practices are introduced in line with the Repairs & Maintenance contract, or to comply with best practice.

Performance regarding Repairs & Maintenance is a standing item on the Repairs & Maintenance monthly contract management meetings.

APPENDIX 1

Customer Repair Responsibilities

(List not Exhaustive)

- Internal doors (fair wear and tear excepted).
- Plumbing to washing machines, dishwasher and other such appliances.
- Keeping gullies clear (except communal gullies).
- Toilet seats, chains, pulls and handles.
- Plugs and chains to sink, bath and wash hand basin.
- Doorbells, latches, knobs, handles, finger plates, chains and spyholes where fitted by the customer.
- Curtain battens, coat hooks and rails.
- Door catches, handles, hinges, shelving and drawers.
- Minor plaster cracks.
- Garden paths and patios not provided by the relevant Local Authority or Torus.
- Electrical plugs, fuses, resetting circuit breakers and light bulbs.
- Smoke detectors and batteries (unless supplied and fitted by Torus).
- Lost keys.
- Floor coverings (Inc. laminated flooring).
- Adjustments to doors to clear floor coverings.
- Washing line and posts (except where washing line is a communal facility).
- Gate catches and latches (excluding wrought iron gates).
- Fencing repairs (including the application of timber preservatives) if not provided previously by the relevant Local Authority or Torus.
- External glazing, unless caused by a structural fault or vandalism if a crime reference is presented. If customers fail to undertake the glazing repair in a reasonable timescale, or in an emergency, work may be done by Torus and recharged to the customer.
- Any damage caused by forced entry made at the customer's request (in an emergency work may be done by Torus and recharged).

All customers will retain the responsibility for the following activities irrespective of health, disability or vulnerability issues. (In exceptional circumstances Torus will consider requests from customers to undertake these repairs on their behalf);

(List not exhaustive)

- Responsibility for re hanging doors after carpets fitted.
- The removal of all floor covering prior to work starting and the reinstatement on completion of the work (includes laminated floor covering).
- Internal redecoration after Improvement Schemes are completed (subject to Torus Decoration Allowance Policy.)
- Responsibility for clearing rooms/cupboards/lofts prior to work being undertaken.
- The maintenance of fencing and gates if not provided previously by the relevant Local Authority or Torus.
- Bleeding of radiators to remove air locks.
- Installation, at a customer's request, of water meters – including electrical earth bonding and testing.
- Responsibility for the removal of satellite dishes prior to the commencement of repair work and the reinstatement on completion of the work.

- Removal, prior to work commencing and the reinstatement of burglar alarms, after completion of repair works, where fitted by the customer.
- Responsibility for the installation of television aerials and all Digital TV cable installation subject to gaining appropriate approvals.

Performance information will as a minimum be produced and monitored at the Repairs & Maintenance Performance Meetings which are held monthly.

Key performance indicators will be provided at Executive Management Team level on a monthly basis and to the Landlord Operations Committee on a quarterly basis.

Performance indicators will be monitored, reviewed and amended on a regular basis to ensure they are relevant and appropriate.