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Repairs Policy

Document owner: Head of Property Operations

Date approved: April 2025

Review date: April 2028

1. Introduction

1.1. This document sets out Agudas Israel Housing Association (AIHA) responsive repair policy.

1.2. A responsive repair is a maintenance activity undertaken in response to a request from a resident because something is damaged, faulty, or worn. This policy applies to interior, exterior and communal areas belonging to AIHA. Leaseholders and shared owners are normally responsible for all the repairs within their homes.

1.3. The repairs service is one of our most important functions and we are committed to providing a high-quality service that considers our residents' needs, our resources, and statutory and regulatory obligations.

1.4. AIHA acknowledges that a disrepair, and any delay in having it fixed, is a source of stress and can affect the well-being and physical health of our residents. Our absolute priority at AIHA is to keep our residents safe and ensure disrepair does not affect a resident's quality of life.

1.5. AIHA is committed to keeping everyone safe and completing all repairs quickly and efficiently within the target times. AIHA have a cyclical planned works programme to mitigate the necessity for repairs while achieving value for money.

1.6. We accept repair requests in all formats, and they can be made in several ways, including:

By email to: maintenance@aihaltd.co.uk
By telephone: 0208 802 3819, including 24/7 emergencies.
By writing to us at: Property Services, 206 Lordship Road, London, N16 5ES
In person, at our office at 206 Lordship Road, during opening hours.

2. Scope

2.1. This policy applies to AIHA, its staff, contractors and service providers acting on our behalf.

2.2. The objective is to ensure that our residents are aware of AIHAs repairing obligations as well as knowing their own resident responsibilities for some minor repairs.

2.3. This policy applies to all homes and communal areas where AIHA are responsible for repairs by law, regulation, or contractual obligation, such as our tenancy and lease agreements. In cases of discrepancy between this policy and individual leases or tenancy agreements, the terms of the lease or tenancy agreement will prevail.

2.4. This policy outlines the principles of our repairs service for both our colleagues and residents, ensuring a seamless, high-quality, and resident- focused experience.

2.5. Our goal is to deliver a dependable service to all our residents and to use any feedback as an opportunity to improve our services.

2.6. We will treat all negative feedback as a learning opportunity to improve upon our services.

3. Key terms and definitions

3.1. An **emergency repair** is one that causes significant damage to property and/or puts resident's well-being at immediate risk or causes distress to the wider community.

3.2. An **urgent repair** is one that causes great inconvenience, however, does not present immediate risk or harm or injury.

3.3. A **routine repair** is a maintenance activity where we restore to good condition something damaged, faulty, or worn in response to a report or request for repair.

3.4. A **complex repair** is a non-standard non-routine repair that requires a specialist contractor and/or a technical lead to diagnose and manage the works through to completion.

3.5. A **rechargeable repair** is any work order that is identified as a resident's responsibility, this could be due to their own maintenance installation or repairs, a direct result of damage or non-compliance, neglect or vandalism by either a member of the household, or a visitor.

4. Our approach to repairs

4.1. Repair responsibility

We have a general responsibility to maintain and repair tenants' homes. Tenants have a general responsibility to look after their home, report repairs and give us access to undertake them. Our tenancy agreements indicate landlord and tenant repairs and maintenance responsibilities.

Leaseholders and shared owners are normally responsible for all repairs within their home and we, as the landlord, are normally responsible for communal areas and repairs resulting from our action or inaction. However, leases may set out different responsibilities, and we always follow the lease in deciding the responsibilities of leaseholders and the landlord (us).

Leased-to-let properties are homes that AIHA do not own, therefore AIHA will put the homeowners on notice to complete the repairs within the priority timeframes matched to the urgency of the repair or complete the repair on behalf of the homeowner and bill them directly.

Utility suppliers are normally responsible for all repairs up to and including the relevant meter, e.g. gas, electricity and water.

4.2. Repair timescales

We will respond differently depending on the urgency of the repair.

Our response times fall in the following categories:

Type of repair	Description	Timescale aims
Emergency repair **(In/out of normal working hours)**	These are repairs that need a rapid response to safeguard residents, the structural stability and integrity of properties and/or the health and safety of people using the affected area.	To be attended and completed **within 4 hours.**
Urgent repair	These repairs can cause great inconveniences; however, they do not present immediate danger, risk of harm or injury	To be completed **within 5 working days.**
Recalls	Works that have failed to pass a quality inspection or where the Resident has confirmed that works have not been completed, the Contractor must return to correct the defect.	To be completed **within 5 working days.**
Routine repair	A non-urgent repair required to rectify a fault; works are to be scheduled to the next available resource.	To be completed **within 20 working days.**
Complex repair	Works that fall outside the time frame of a Responsive Repair, are complex in nature and therefore require either a specialist contractor and/or a technical lead in diagnosing and managing the works through to completion	To be completed **within 90 working days.**

4.3. Appointments

We aim to make sure that our pre-planned appointment slots are convenient for residents (where possible, within working hours).

We agree on times that fit with the resident's commitments. Should changes to the appointment be necessary, we inform residents as soon as possible.

Access for the appointment: If we are unable to access your property for a scheduled appointment, we will make an effort to reach you by phone. Should we fail to contact you, the repair appointment will be cancelled, and a calling card will be left with instructions on how to reschedule.

To cancel appointments: If you are unable to attend an appointment, please notify us, try to give at least 24 hours in advance. Cancelling via telephone or in person at the office is the swiftest communication, you may also cancel via emailing maintenance@aihltd.co.uk

4.4. What to expect (our Repair Promise)

We will aim to get most repairs to be completed on the first visit but there may be cases where a technical inspection appointment is needed to determine what works are required or follow-up appointments to fix ordered parts.

We will provide a clear explanation of the repair process, along with an estimated completion time, we aim to minimize any disruption during the repair period.

We give reasonable notice if we need to inspect your home, or carry out work to your home or a neighbouring property.

Our contractors hold membership of a safety in procurement scheme and have been assessed to be competent to undertake the repairs inside your home and in AIHA communal areas.

We require our staff and contractors to behave appropriately while in your home, leaving the site of repair in a tidy, safe and secure manner.

We ask that residents remove, and put back (after works are complete), all personal belongings or fittings which would get in the way or hinder works being carried out. This includes laminated flooring or carpets if owned by the resident. We can help with the movement of personal belongings and furniture if needed but are not liable for any damage or issues that may arise from this.

If there are pets in the property, we ask residents to have them removed from the area where a repair is being carried out, for their own safety and for the convenience of the repair operative(s).

In certain instances, we may have to force entry into a property to carry out an emergency repair, or inspection. This will only be done when we have made extensive efforts to contact the resident, and the problem is creating serious damage and/or a dangerous risk to health/life. In these instances, we provide up to 24 hours' notice, make your home secure immediately, and arrange to repair any damage caused by entering your home in such a way.

4.5. Rechargeable repairs

We reserve the right to recharge for any work required because of unauthorised alterations, property misuse and damages (including accidental damage and some instances of forced entry).

We will recharge tenants for:

i. Any repairs carried out which are residents' responsibility, as identified in the tenancy agreement and the Tenant's Handbook (this will be the cost of works as well as administrative costs)

ii. Instances where damage occurs because of a resident's misuse, impacting either the property they inhabit or neighbouring properties.

iii. Any unauthorised alteration to the property or for the cost of the removal of items left in the property following the end of tenancy.

We will recharge lessees for:

i. Any repairs or renewals carried out which are responsible for under the specific lease held by the leaseholder.

ii. You will be informed at the earliest opportunity when a recharge may be pursued.

4.6. Insurance

We strongly recommend that the residents take out their own contents' insurance cover.

AIHA's insurance provides cover for negligence or a failure to carry out a repair competently but it will not cover damage to resident's goods from a failure of water pipes caused by normal wear and tear or the actions of another resident

4.7. Repair standards

We will prioritise repair over replacement whenever possible. Complete replacement will only be considered in cases of significant wear and tear, where the components have exceeded their useful lifespan and where no capital works programme is schedule within the coming years.

In instances where a permanent repair cannot be promptly completed, we will ensure your property remains weatherproof in the interim.

All materials used for our responsive repairs will be appropriate, durable, and offer value for money, complying with industry legislation, our sustainability policy and BSI standards. Electrical heaters will be provided if heating system repairs cannot be completed within reasonable timescales of reporting

Dehumidifiers will be supplied in cases of excessive moisture, such as flooding incidents.

Our services will be tailored to effectively support individuals at risk.

4.8. Our responsibilities include:

Maintaining the structural integrity of the property, common areas within the building, the exterior of all residences, and external communal spaces.

Ensuring that gas, electricity, water, sanitation, and heating systems are well maintained and operational.

Keeping lifts, door entry and communal lighting systems in good working order.

We may delegate certain communal repairs to a planned maintenance programme as part of cyclical work programs to optimise cost-effectiveness.

4.9. Tenants have the following responsibilities:

Maintaining, repairing, and replacing various items within their home, as outlined in the tenancy agreement and Tenancy Handbook.

Promptly reporting repairs to mitigate potential damage to the property and/or possessions, and granting access for responsive repairs, technical inspections, gas safety checks, or stock condition surveys within specified timeframes or upon request. Failure to comply may result in actions consistent with tenancy agreement breaches.

Ensuring the interior of the property maintains a reasonable level of decoration as per the tenancy agreement as residents assume full responsibility for internal decorations

4.10. Homeowners are responsible for:

Maintaining and repairing areas designated as their sole responsibility within the lease, known as 'demised premises'.

Granting access to us and authorised personnel to inspect the property's condition and any potential structural defects.

Contributing a share of communal repair costs incurred by us through annual service charges, which benefit residents within the block.

Obtaining written consent for any alterations or layout changes to the property, including wall removal or modification, and paying applicable fees for consent applications.

Permitting us to inspect alterations or improvements carried out without prior consent to ensure they pose no health risks to residents.

Arranging home contents insurance, while building insurance is arranged by us.

Homeowners remain solely responsible for any loss or damage to their property due to theft, flooding, or accidental damage.

Homeowners have full responsibility for gas safety and other safety checks on their property that may impact theirs or adjacent properties. Any damage to other properties resulting from the leaseholder's or shared owners' negligence will be subject to a recharge.

5. Complaints and repair monitoring

AIHA has a separate Complaints Policy; copies are available on request or viewable on our website.

If a resident feels that AIHA has failed to deliver a good repair service, we welcome all feedback, if you feel strongly that we have failed to deliver on our repair promise, we encourage residents to raise a complaint as per the complaints policy so we can review this and work better on getting the service right.

We will conduct post-inspections on all major extensive repairs and selected responsive repairs to ensure that the services provided offer value for money, maintain high standards, and align with our repair commitment.

6. New build properties

Most works conducted under the new build or improvement contracts fall under a defects liability period (DLP), commencing from the date of practical completion of the building or block, rather than from the date of property occupancy.

Typically, the defects liability period ranges 6 to 12 months for any defect, in some contracts, a 24-month period may be secured.

Residents should report repairs for new or improved properties in the same manner as any other repair. These reports are forwarded to the relevant department, which will then coordinate with the resident.

7. Legislation

We have consulted with the following relevant statutory regulations in writing this policy:

- Occupiers Liability Act 1957 and 1984
- Defective Premises Act 1972
- Housing Act 1985, 1988, 1996, 1998 and 2004
- Landlord & Tenant Act 1985 (Section 11)
- Leasehold reform, housing and urban development act 1993
- Commonhold and Leasehold Reform Act 2002
- Housing Grants, Construction and Regeneration Act 1996
- Environmental Protection Act 1990
- Electrical Equipment (Safety) Regulations 1994
- Gas Safety (Installations and Use) Regulations 1998
- Decent Homes Standard 2006
- Regulator of Social Housing's regulatory framework, 2015
- Homes (Fitness for Human Habitation) Act 2018
- Control of Asbestos Regulation 2012
- Home Energy Conservation Act 1995
- Party Wall Act 1996
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- Fire Safety Act 2021
- Fire Safety (England) Regulations 2022
- Building Safety Act 2022
- Equality Act 2010
- Localism Act 2011
- Modern Slavery Act 2015
- Pre-Action Protocol for Housing Condition Claims (England)

8. Policy review

We will review this policy every three years, or sooner if there are changes to legislation or good practice.

Agudas Israel Housing Association

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Agudas Israel Housing Association is registered with the Regulator of Social Housing under the Housing and Regeneration Act 2008 No. LH 3673.
A charity registered under the Co-operative and Community Benefit Societies Act 2014 No. 23535 R

Housing Ombudsman Service

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