

Housing repairs and maintenance policy

INVEST in our housing

At the heart of our ambition lies our responsibility to provide safe, high quality, and well-managed housing for our residents. As the largest social housing landlord per capita in the East of England, with over 9,000 homes, we hold a position of both privilege and responsibility with nearly one third of residents living in one of our homes.

However, our residents are clear that we have under-invested and the judgement from the Regulator of Social Housing has confirmed that we must do better. We accept that challenge without hesitation. We are reshaping our housing services from the ground up, with a renewed focus on quality, accountability, and outcomes.

In respect of the council's corporate mission to 'Invest in our housing', the Building Harlow's Future Plan states that this year, the council will:

- Enact, in full, our Consumer Standards Improvement Plan. This will address past compliance failings and restore confidence in our housing services.
- Ensure full compliance with all regulatory and legislative requirements as a social housing landlord. This will embed a culture of accountability and high standards that will safeguard residents, strengthen trust, and position Harlow Council as an exemplary housing provider.
- Introduce a new repairs policy and service standards. This will ensure that all repairs are completed within target and are right first time.
- Ensure our council homes are re-let without delay. We will streamline the process and reduce turnaround times for void and empty council homes, ensuring they are quickly and efficiently made available for new tenants.

In line with that stated outcome, these policies demonstrate progress the council is making in respect of the actions agreed with the Regulator of Social Housing following the Regulatory Judgement of 2024, and our Consumer Standards Improvement Plan.

Councillor Dan Swords

Leader of the Council

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1.0 Introduction

- 1.1 This policy provides a customer focused, best value approach to the expectations of residents from Harlow council's housing repairs service, which supports residents in maintaining their homes. It defines our approach to delivering the service, the high standards we will meet and the roles and responsibilities of stakeholders.
- 1.2 We expect our maintenance services to be of high quality whilst representing both responsive and 'need' based outcomes. This will contribute to resident satisfaction, ensuring our residents are safe in their homes and protect the condition and integrity of our housing assets for the benefit of future generations.
- 1.3 This policy details our commitment to deliver responsive repairs and planned maintenance in that reflects the evolving nature of legislative and best practice requirements for social housing landlords. The tenancy agreement aims to meet the demands and expectations of our customers and outlines our approach to recharging tenants and leaseholders for repairs carried out by the council.
- 1.4 This policy should be read in conjunction with the tenancy agreement, the core document that sets out the responsibilities of the council and our residents.

2.0 Equalities statement

- 2.1 We are committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and in our role as a community leader. The council's policies, procedures and day-to-day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.
- 2.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified.
- 2.3 Further details of our duties, and the council's approach to fulfilling its requirements, can be found at www.harlow.gov.uk.

3.0 Legal context

3.1 Statutory, regulatory, legislative, government guidance and standards of social housing reference documents:

- Landlord & Tenant Act 1985
- Housing Acts 1988,1996,1998,2004
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- The Homes (Fitness for Human Habitation) Act 2018.
- Defective Premises Act 1972
- Health and Safety at Work Act 1974, Sections 2, 3 and 4
- Common hold & Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Management of Health and Safety at Work Regulations 1999
- Building Regulations Act 1984
- Housing Health and Safety Rating System 2006
- Leasehold Reform Act
- Equality Act 2010
- HCA – The Regulatory Framework for Social Housing in England from April 2012
- 2006 Decent Homes Standard
- Disability Discrimination Act 2005
- The Social Housing (Regulation) Act 2023
- Gas Regulations (Gas Safe)
- Electrical Regulations (NICEIC)
- Building Safety Act 2022
- Awaab's Law 2025
- Environmental Protection Act 1990
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- General Data Protection Regulations Act 2018
- Water Installation (Fittings) Guide 1998
- The Regulatory Reform (Fire Safety) Order 2005 (the FSO).
- Fire Safety Act 2021
- Fire Safety Regulations 2022

4.0 Policy statement

- 4.1 This policy reflects our commitment to adhering to the expectations outlined within the Regulator of Social Housing's regulatory framework and consumer standards for social housing in England.
- 4.2 Self-referral to the Regulator of Social Housing will be considered by the Executive Leadership Team where recommendations are received from Executive Director (Housing) or the Service Director Housing (Property) due to significant non-conformities.
- 4.2 This policy relates to all housing property assets owned and managed by the council and all leasehold properties where the council own the freehold.
- 4.3 The context and intention of the compliance policy framework and the separate compliance policies that sit below it, will take precedence over any repair liability, so our regulatory position is maintained in the first instance.
- 4.3 It is the overarching guide to repairs and maintenance in our properties and associated areas, and clearly sets out the services and standards our customers can expect from the council's housing service and its partners.
- 4.4 We will provide a repairs service that:
 - Ensures residents are safe in their homes
 - Provides value for money
 - Safeguards the viability of homes in the town
 - Supports investment in our housing and homes
 - Protects the environment and support addressing fuel poverty
 - Support our customers, especially those that are vulnerable
 - Provides transparent and accessible information on progress with repair requests
- 4.5 In order that our service meets these objectives we will:
 - Consult with our customers about the service
 - Carry out repairs in an efficient and effective manner
 - Arrange appointments at times that suit
 - Set a high standard of workmanship and behaviours

- Listen, consider and act on feedback from its customers
- Prioritise the environmental impact of the repairs we complete

5.0 Reporting a repair

- 5.1 Residents' requests for a repair job, will be received directly by the council's service provider, who will make enquiries regarding progress with an existing request or raise a new order for a new repair.
- 5.2 Residents will be informed about timescales, the duration of the repair and methods of complaint escalation.
- 5.3 There is an emergency repair service available to residents, accessed by the same daytime telephone number, 24-hours a day, 7 days a week.
- 5.4 We offer suitable appointments upon receipt of the repair request, and:
 - Provide a range of appointments at times to suit residents
 - Confirm all appointments by agreed means
 - Ensure that residents are kept informed of the progress with the repair
 - Pre-inspect repairs which cannot be easily diagnosed upon receiving the repair request, to fully identify the scope of works required
 - If located externally, advise that an appointment may not be required
- 5.5 If an appointment is missed or must be re-scheduled, residents should contact the repairs service to arrange another appointment for the repair to be completed.
- 5.6 A calling card will be left if residents are not in when the operative arrives or the residents fail to allow access, only after making reasonable attempts to let them know that we have arrived.
- 5.7 Where we need to change an appointment for any reason, we will advise of any changes to an appointment in good time and offer a suitable alternative time and, if required, pay reasonable compensation if we miss an appointment without making contact to explain the reasoning OR failed to offer an alternative.

6.0 Access to homes

- 6.1 Under the terms of the tenancy or lease, where we require reasonable access to homes to carry out works, we will work with the resident to agree a suitable time.
- 6.2 Where repairs or safety checks are required which could have a significant health and safety impact on residents if not completed within defined timescales, we may seek legal authorisation to gain entry.
- 6.3 Occasionally residents may not be aware of an issue affecting the adjacent property, and we ask for co-operation in helping resolve these issues by providing access upon reasonable request.
- 6.4 Residents do not always need to be at home for us to carry out works, such as works in gardens or communal areas, and we will advise the resident when the works are not deemed necessary.

7.0 Residents with exceptional needs or who are vulnerable

- 7.1 For anyone who experiences difficulties with everyday living and who requires support to ensure they can safely use the communal areas of a block and/or live at home, we may schedule the repair job quicker than the routine approach and offer additional support for its completion. We encourage information about any special circumstances when requesting a repair, so that we can prioritise the job correctly.
- 7.2 We recognise that a person can be vulnerable as a result of a single condition or a combination of factors and vulnerability is not always permanent, and people may be vulnerable at different times due to different causes.
- 7.3 A resident's vulnerability may be identified by any officer or a contractor working on our behalf, but it is important that any disability, such as a hearing impairment or restricted mobility, is communicated to staff so that they can make relevant adjustments to the standard approach. The nature of support we provide may depend on the level of vulnerability and their personal circumstances.

8.0 Our repair responsibilities

- 8.1 Below is a guide to the kinds of repairs we are responsible for, although the tenant is responsible for any fixtures or fittings they have installed or previous tenants have installed which they now enjoy (see Appendix A – Repair Responsibilities):

Structure and outside of the building, including:

- roofs
- walls (but not internal decoration)
- floors
- ceilings
- window frames
- external doors
- drains
- gutters
- outside pipes
- boundary fences

Gas and electricity services inside a tenant's home from the meter to a boiler, hob or cooker, and to a socket, switch or light fitting

Kitchens and bathroom fixtures (except blockages) including:

- basins and sinks
- toilets (unless there is a second)
- baths and showers by exception

Fixed electrical wiring, gas boilers and solid fuel appliances, and water distribution pipework

Heat emitters (i.e. radiators) and water heating equipment

Any shared areas around a tenant's home including:

- stairs and ramps
- passenger lifts
- landings
- general and emergency lighting
- entrance lobbies
- paving and paths

- unadopted parking areas
- rubbish chutes

8.2 It is only likely for a repair request to fall within the scope of this policy and/or be accepted as a repair request, if the following criteria apply:

- Symptoms of damp, mould or condensation
- Successful case of disrepair
- Structural or stability concern
- An identified HHSRS C1 hazard
- Failure against the decent home criteria
- Statutory or regulatory requirement of building safety
- A recognized standard of reasonableness for social housing

9.0 Residents' responsibilities

9.1 Below is a guide to the kinds of repairs tenants are responsible for, inside of their home:

- removing radiators for decorating purposes
- bleeding and venting radiators - if you are not sure contact our Service Provider for advice
- supplying and fixing chains and plugs for all sinks or basins
- supplying and fixing toilet seats and toilet pull chains
- clearing a blocked toilet if you have more than one in your home (unless you are in a flat block)
- clearing a blocked sink, bath or wash hand basin (we are only responsible for clearing total blockages) – if the tenant causes the blockage, we will charge for this service
- cleaning, clearing and otherwise maintaining free-flowing gutters and downpipes
- splashbacks and general areas of wall tiles
- all door furniture, locks, handles and bolts, unless your home cannot be secured - for example, a faulty lock on an external door
- window catches and window locks, unless the window is on the ground floor and your home cannot be secured
- draught excluders

- floor tiles (we will remove damaged floor tiles that contain asbestos)
- gates, hinges and catches
- clothes posts, lines and fittings (except where a communal facility) - posts will only be provided for communal areas, you will have to provide the lines
- rear garden paths
- clearing all surface water gullies within the boundary of your home
- internal decorations including minor cracks (except where we have carried out major works repairs and damaged the decorations when it will be redecorated to an emulsion standard)
- changing light bulbs and fluorescent tubes
- supplying 'portable appliance' plugs or changing plug fuses
- all internal woodwork, except a detached bannister or handrail, or defects caused through rot or structural movement
- curtain rails and pelmets boards if fitted by the council
- damage to up-and-over garage doors left open
- sweeping chimneys for an open fire

9.2 Residents are responsible for ensuring that they have adequate and suitable insurance cover for the value of the contents of their homes.

9.3 Although residents are also responsible for the following repairs, we will give help and advice in getting these completed. We may be able to complete these works as chargeable works:

- Replacing broken or cracked glass.
- Gaining access and replacing keys.
- Keeping the property clean and in good order.
- Repairing any damage caused by residents or visitors.
- Report criminal damage or vandalism to the police (retain the Police's incident number).

9.4 Where relevant we will provide advice, guidance and support on the safe use of homes and how to ensure a positive experience, residents must adhere to this advice at all times.

9.5 Our operatives and our contractors may refuse to carry out work where a home is considered to be at an unacceptable level of cleanliness, have too many personal

possessions, be considered a risk to health or safety or where there are any other breaches of the Tenancy Agreement.

10.0 Timescales for emergency, urgent and routine repairs

Daytime emergency repairs

As a landlord, we have responsibilities to carry out work in the event of an emergency. These will be attended to within 2 hours of the request, however subject to the individual issue this may be making safe only pending further follow-on works. Any follow-on work will be completed in 24 hours.

Out of hours emergency repairs

For repairs reported outside of normal working hours we will attend emergency repairs within 2 hours. We will try to fully rectify the issue, but it may be necessary to only make safe pending a full repair.

Urgent repairs

These are repairs that may cause inconvenience or nuisance. We will complete these repairs within 5 working days of the request.

Standard repairs

These are defects that are not likely to cause any serious inconvenience, nuisance or consequential cost to the customer or third party if not given an immediate response. We will complete these within 25 working days the request.

Planned and preventative maintenance (PPM) Works

These are works which have been identified as being required via findings of a stock condition survey and which do not cause any serious inconvenience or nuisance to the customer and which do not present an immediate health and safety risk.

These may include estate-wide external works, roof renewals, structural defects, Decent Homes improvements (kitchens, bathrooms, WCs, boilers, wet and electrical heating and electrical rewires), EPC corrective actions, and as such packaged for delivery under separate programmes of capital investment.

Note:

Where an assessment has been made to defer the repair request to a PPM programme, and a resident disagrees with the decision, they can contact our Housing Operations (Property) team via the formal complaints process; the resident will need to detail the reason for their disagreement with the decision and request a review of the case.

Some residents may not want improvement work to be completed on their home and can decline some elements of work, however we will not allow residents to refuse work which we consider essential to help maintain the integrity of the entire building, for health and safety reasons or to adhere to statutory or regulatory compliance.

11.0 Landlord safety checks

- 11.1 We are required to complete a gas safety check on gas boilers within a tenant's home on an annual basis, including any solid fuel appliances. We require reasonable access to the property to complete the gas safety checks and have a robust process for obtaining the appropriate legal authority to gain access where necessary.
- 11.2 Electrical installations are inspected, tested and certificated on a 5-yearly basis, including those properties which do not have a gas supply. The inspection will check electrical safety of the fixed wiring, outlets, switches and other components, and include priority C1 and C2 remedial work; C3 recommendations will be reviewed by a competent person to determine the need to extend the scope of the test.
- 11.3 The council has invested in intelligent detectors and monitors the operability of smoke, heat and CO detector components. Reminders will be provided for the testing to be completed which is a simple push button on each component, or a single device if installed for vulnerable persons. The test is completed as part of the annual gas safety check and/or your 5-yearly electrical inspection.
- 11.4 Please refer to the council's fire risk management, asbestos and electrical safety compliance policies for more details.

12.0 Restrictions to the repairs service

12.1 In some circumstances the service provider may, subject to a review of the known facts, contemporaneous records and other sources of evidence and contributing factors, limit a resident's ability to submit repair requests, except those categorized as Emergency, Urgent and those Right to Repair tasks, including where:

- 3 consecutive appointments for repairs have been missed in the past 6 months.
- Rent has not been paid on time for at least 12 weeks.
- Rent arrears exist, unless a repayment arrangement has been kept to for at least 12 weeks.
- There are breaches of tenancy such as an antisocial behaviour order or notice of possession.
- Other money is owed, such as for chargeable repairs or other services.
- There is a history of violent or abusive behaviour towards our staff or its representatives.
- There is a proven unreasonable use of the repairs service.
- The right to buy process has begun.
- An abandonment notice has been issued.

12.2 If PPM works are due to be completed within 18 months, repair requests will only be accepted if the defect is:

- Is deemed an emergency
- It poses a demonstrable health and safety risk
- Is a legitimate "Right to Repair" task
- Seen as beneficial to the aims of the PPM programme itself

12.3 This policy applies to all council housing property assets, except for mutual exchanges for which the following restrictions will apply:

- The property is taken as seen and all responsibilities of the outgoing resident will be passed to the incoming resident.
- Repairs and maintenance responsibility of items installed by the outgoing resident will be passed to the incoming resident.

- Any alterations carried out by the outgoing resident that do not conform to our standards will be treated as chargeable works as outlined in this policy.

- 12.4 For leaseholders, we will repair and maintain the structure and communal areas required as documented within individual leases and we will undertake any health and safety related works required, however please note that, on occasion, these may be chargeable.
- 12.5 Residents have the right to appeal against any decision not to undertake repairs through our Complaints procedure.

13.0 Chargeable works

Tenants

- 13.1 Tenants must advise the service provider when requesting a repair of the cause of the issue. Where it is considered chargeable, all costs will be recovered in full and payable in advance, except where work is required for health and safety reasons, or where failure to act could damage the structure of the property or an adjoining property, in which case the works will be completed and the Tenant charged upon completion.
- 13.2 Chargeable works will include any improvements/alterations carried out by residents to our properties without the prior to our consent, or do not conform to the conditions of any consent and require work to restore the home to its original state or a safe condition.
- 13.3 We will charge for damage to our properties by the Tenant which is not the result of normal wear and tear, which includes the costs for clearing of clutter and waste from properties and gardens where appropriate.
- 13.4 Where a Tenant has requested a repair, but not advised the cause of the issue, and it is suspected to be caused by the resident or a third party, the service provider or council officer will survey the damage before any work and report the issue.
- 13.5 Where damage is caused to the property under a warrant, or carried out by those who have the authority to do so, e.g. Police gaining entry to the property, we will undertake any emergency repair that constitutes a health and safety risk. Any work undertaken as a result of this damage will be charged to the resident. If there are

no health and safety risks then residents will be given the opportunity to repair any damage themselves.

- 13.6 Under the terms of the Tenancy Agreement, the tenant is responsible where damage is caused by a third party who is a resident, member of the resident's household or a visitor and the chargeable works policy will apply. Where damage is caused by a third party who is not a resident, member of the resident's household or an invited visitor, we will look to charge the third party the full amount for undertaking the work including an administration fee.
- 13.7 Where damage is caused by an unknown third party, the resident must report the damage to the police and obtain a crime reference number. Under these circumstances a charge will apply. We may waive the charge, but this will be at the discretion of the Director.
- 13.8 If it is apparent that the initial request for service was misrepresented, i.e. it was not an emergency repair, then the repair may be chargeable but assessed on its merits.

Voids

- 13.9 When a Tenant requests a move, an inspection will be made and any chargeable works will be identified.
- 13.10 Tenants will be given the opportunity to complete the chargeable works themselves or to allow the council contractors to complete the works.
- 13.11 Where the council contractors complete the works or the Tenant completes the works but they are not up to an acceptable standard we will charge the Tenants accordingly.
- 13.12 The council reserves the right to levy additional charges should further issues be identified once the Tenants has vacated the property, including charging for removal of possessions.
- 13.13 The council reserves the right to refuse any move where the full cost of chargeable repairs has not be paid or a payment plan has not been agreed or where residents have not completed the works themselves
- 13.14 Where residents abandon a property any chargeable works identified will be photographed, catalogued and the charges will be sent to the Tenants' forwarding address.

Payment

- 13.15 All charges will include the actual cost of the work and an administration fee plus VAT where appropriate. We will calculate the cost of work using the schedule of rates on the current contract.
- 13.16 The Customer Call Centre will advise of the charges when reporting the repair, however the council reserve the right to levy additional charges should more work be required than advised by the Tenant.
- 13.17 We will charge an administration fee on chargeable repairs/work. This will cover the cost of assessing the chargeable work and invoicing the works.
- 13.18 All chargeable repairs, with the exception of health and safety related repairs must be paid in advance. Failure to make payment will result in the work order being cancelled. Health and safety related works, or chargeable works identified by staff on site, will be charged after the works have been completed.
- 13.19 Where applicable any chargeable repair costs will be deducted from any monies due to be paid to the Tenant.
- 13.20 If a Tenant is receiving a Transfer Incentive Payment, any outstanding charges can be deducted from this amount including the administration fee and VAT.
- 13.21 Repayment plans may be agreed for high cost works, for vulnerable Tenants or in special circumstance (i.e. following domestic abuse). This will be agreed on a case by case basis.

14.0 Landlords' consent

- 14.1 Harlow's residents have the right to apply to carry out improvement/alteration works to their homes and gardens, but those improvement/alteration works, with the exception of redecoration, must be approved prior to work starting and is explicitly referred to in your Tenancy Agreement or Lease Agreement.
- 14.2 For Leaseholders, all works which may impact on other properties (directly or indirectly) and subject to any explicit terms in the lease, require approval under statutory and regulatory obligations. Such works to HRBs may be subject to an application to the Building Safety Regulator.

14.3 Landlord's Consent will not be given to residents who are:

- On a Starter Tenancy Agreement.
- In rent arrears of over three months or not conforming to a Court Order for arrears.
- In temporary accommodation.
- Identified with an outstanding case of anti-social behaviour (ASB).
- In outstanding debt owed to the council and not part of an agreed payment plan.

14.4 All requests for Landlords consent will be assessed against three critical items:

- Health and safety risk – for example loft conversions without proper stairs or the removal of internal walls.
- Structural alterations to a property – for example installing new openings.
- Impact on the value of the asset - for example where the quality of works or materials is poor.

14.5 Once we are notified in writing of the request for an improvement/alteration we will respond within the agreed target time of 35 working days. The response will be in writing and outline whether the request has been approved.

14.6 It will include where appropriate conditions that will have to be adhered to throughout the process. If within 28 days the request cannot be approved as it will require more technical analysis, consultation of third parties or any other consultation or investigation, then this will be clearly stated in the written correspondence.

14.7 If permission is not granted, we will write to explain the reasons why, although we reserve the right to refuse the premise of proposed improvements/alterations if we believe this is not in the long-term interests of our management of the council's housing property assets, or a demand for certain archetypes.

14.8 In addition to making a Landlord's Consent application, residents may also require Local Authority Planning Permission, Covenant Approval, notices to be served under the Party Wall (Etc) Act and/or a Building Regulations Approval, as required - this should not be inferred from any provisional approval of Harlow Council for the improvements/alterations and remains the responsibility of the resident to resolve.

14.9 Should the council believe additional approvals/permissions are required, provisional consent may be granted subject to, and based on, successful

applications to planning and building control services before granting formal consent thereafter.

- 14.10 For the purposes of any relevant notice to be served under the Party Wall (Etc) Act, the address for such notices shall be the Civic Centre, The Water Gardens, HARLOW, Essex CM20 1WG, and include relevant information, drawings, method statements and schedules of condition.
- 14.11 All improvements/alterations granted consent will need to be completed within six months of written approval. If a resident fails to complete the works within a six-month period the consent will lapse and they must reapply for landlords consent if they wish to undertake works at a later date.
- 14.12 Any improvements/alterations will be subject to an inspection to ensure the work has been carried out to an appropriate standard following any conditions laid out when the initial consent was granted.
- 14.13 If an improvement/alteration has been granted but does not comply with the conditions set or is not properly maintained and may cause damage to property or person, we will remove this alteration and seek to recover associated costs of doing so.
- 14.14 Where residents have undertaken works without permission, retrospective consent must be applied for using the same process as if permission was being sought prior to undertaking work. Whilst retrospective consent is being sought all related work must be suspended, and possibly temporary supports used for any structural works, until the application is decided.
- 14.15 If retrospective consent is not granted, then the improvement/alteration must be reinstated to what would have previously been present. Failure to evidence meaningful progress with complying with the requirements may result in the council commissioning the works and seeking to recover associated costs of doing so.
- 14.16 Where residents undertake work, having been granted landlords consent, then the full repairs and maintenance liability for the new layout, installations, facilities and/or construction, is transferred to the Tenant and implied by the consent being granted.

15.0 Right to Repair

- 15.1 The Right to Repair scheme gives Tenants the right to have a small emergency or urgent repair done quickly and to be paid compensation if we fail to do it.
- 15.2 To qualify for this, a repair must be a 'Qualifying Repair'. This means a repair:
- Is classed as an emergency or urgent repair.
 - Has an estimated value of less than £250.
 - Is our responsibility.
- 15.3 The Right to Repair does not apply if:
- The repair is completed by appointment outside the target date.
 - The repair has an estimated value of £250 or more.
- 15.4 If repairs listed below are not completed within the set time, we will pay £10 compensation immediately plus a further £2 per day for every working day the repair remains outstanding, up to a maximum of £50.

16.0 Compensation

- 16.1 For all works that are undertaken within or in the vicinity of a resident's home all reasonable precautions will be taken to complete the works without causing damage to resident's belongings or fittings.
- 16.2 Where damage is proven, attributed or otherwise due to Harlow council, its agents, contractors or those acting on its behalf, acting unreasonably, with undue attention, without adequate consultation, without negligence or because of poor working practices, compensation may be paid upon an assessment completed in accordance with our compensations policy.
- 16.3 Such considerations for compensation shall not include subscriptions, fees and/or charges for satellite TV and other such services provided via an external receiver, dish, aerial or the like, that from time-to time may be hindered or lost by scaffolding and access equipment reasonably required to complete as a repair at high level.
- 16.4 Temporary arrangements are allowed for within relevant PPM investment programmes, i.e. roofing, cladding and external redecorations, but the urgency and responsive nature of E1, U1 and S1 repair requests do not always allow relocation of the receiver and the retention of a signals for the duration.

- 16.5 In any event, consideration of compensation shall assume permission for, and compliance of, any external receiver, dish, aerial or the like with local planning and/or covenant conditions. Should this not be case, no compensation shall be considered, and enforcement action by the council may result due to the non-conformity.

Glossary of terms

Regulator of Social Housing	www.gov.uk/government/organisations/regulator-of-social-housing
Consumer Standards	www.gov.uk/government/collections/regulatory-standards-for-landlords#consumer-standards
Building Harlow's Future	www.harlow.gov.uk/policies/corporate-policy-building-harlows-future
Service Provider	HTS (Property & Environment) Limited
HHSRS	Housing Health and Safety Rating System
EPC	Energy Performance Certificate
HRB	High Risk Building – flat block above 18m in height
Right to Repair	https://www.harlow.gov.uk/housing-and-garages/repairs-and-maintenance/report-leaseholder-repair/right-repair

Appendix A: Repair responsibilities

The schedule below aims to scope the repairs within the responsibility of the council or tenant, and the relevant priority given to those requests. This is not a definitive or exhaustive schedule and provides only a general indication, albeit any tasks not identified here should be considered as tenants' responsibility.

The current tenants are responsible for any fixtures or fittings they have installed themselves or by previous tenants, e.g. a new bathroom suite. The only exception is where the item is a danger or in breach of health and safety, in which case the council may remove the item and recover such costs from the Tenant for doing so.

There will be circumstances where the council has provided additional aids, adaptations or facilities for residents with disabilities, and these will be maintained and repaired by the council or removed if no longer required.

Before vacating a property, Tenants will be expected to ensure all items they are responsible for are in good order, serviced, cleaned and are safe to use by the incoming Tenant.

All damage and sub-standard repairs caused by the Tenant will be the responsibility of the Tenant. If the council has to carry out these repairs, we may seek to recover such costs from the Tenant for doing so, and all malicious damage caused by others must be reported to the police, and a crime number obtained.

Priority target times:

Emergency (E1): Attend in 2 hours, make safe within 24 hours

Urgent (U1): 5 working days

Right to Repair (R1): either 2 hours to make safe and a repair within 24 hours, or 5 working days, depending on whether it is an emergency repair or an urgent repair.

Standard (S1): 25 days

If a Resident is considered vulnerable they may receive an enhanced repairs service where we aim to complete the job on the first available appointment within the following priorities.

Emergency: Attend in 2hrs, make safe within 24hrs

Urgent: 3 working days

Routine: 25 working days

We may enhance the priority further if, subject to consultation with Housing Management team and any assigned Tenancy Support Officer, there is an additional urgency to the job, i.e. if the routine response may exacerbate ongoing health or mobility issues or work is required to enable a Tenant to leave hospital.

All heating and hot water repairs are deemed an emergency priority, and where failed immersion heaters are the sole source of water heating including reprogramming of controls if necessary.

Task	Priority	Comments
Carpentry		
Balustrades, handrails and spindles	U1 (R1)	Missing elements deemed HHSRS
Sub-flooring and staircases	U1 (R1)	Rotten, broken or mis-fitting
Communal		
Fire door closers	E1	
Communal glazing	S1	Make safe via E1
Window restrictors	E1	
Stair nosings	S1	Make safe via E1
Graffiti removal	E1	Paint-out qualifying words or images
Estate paving (any type)	E1	Daytime visit and <25mm
External window cills	S1	Make safe via E1 for masonry/tiled cills
External storage or refuse doors	S1	
Internal storage or refuse doors	U1	Fire safety hazard
Meter cupboard doors	S1	
Intake cupboard doors	U1	
Loss of landlords power	U1	
Roof access doors	S1	E1 if health and safety risk
Washing lines and posts	S1	Vulnerable tenants only
Dumped rubbish	U1	Fire safety hazard
Down-service (water)	U1	E1 if health and safety risk
Door entry systems	U1	

Dry risers	U1	E1 if health and safety risk
Damp		
Symptoms of penetrating or rising damp, or experiencing condensation	N/a	<p>Discovered via: Self-reporting to the council via www.harlow.gov.uk Stock Condition Surveys (20% re-validation per annum) Reasonable requirement to tour the property by a council officer Service Provider attending to any other relevant repair request</p> <p>Responsiveness and scope of the remedial actions contained within the Damp and Mould Environments Policy.</p> <p>Those actions which can be determined accordingly will be E1 (24hrs), whereas other actions may require diagnosis, monitoring and investigation and fall within the sequences as stated in the relevant legislation.</p>
Disabled adaptations		
Minor works	S1	OT referral required
External Doors		
Canopies	U1	Make safe via E1
External frame and thresholds	S1	Replacements referred to PPM programme
External door locks	E1 (R1)	Vulnerable tenant or external door is insecure
Draught excluders	S1	Vulnerable tenants only

Drainage		
Foul pipework – flats	E1	For communal or shared pipework only. Potential recharges for traceable evidence of inappropriate disposals has caused blockage. Tenant responsibility for pipework to a single property, and rechargeable for attendance.
Waste/foul pipework – houses	U1 (R1)	Leaks only - blockages are tenant responsibility.
Electrical		
Full loss of power or lighting	E1	Health and safety risk
Partial loss of power or lighting	U1 (R1)	
Unsafe power or lighting	E1	Includes replacement consumer unit if Necessary
Power or light fittings generally	U1	If not a health and safety risk
Storage heater repairs	E1	If only source of heating between 1 Nov and 30 April Default if a vulnerable tenant.
Storage heater repairs	U1	If only source of heating between 1 May and 31 October
Extract fans	U1 (R1)	Council installed units only
Smoke, heat and CO alarms	U1	Aico 3000 components – compatible with HomeLink Connected Homes
Communal light bulbs (LLL)	S1	U1 between 1 Nov and 30 April
Communal light bulbs (ELLL)	U1	E1 between 1 Nov and 30 April
Electric wet room showers	U1	Vulnerable tenants - only where wet room installed by the council
Over bath electric showers	S1	Only where installed by the council
External		

Minor structural repairs, including masonry and rendered facades	S1	Where deemed source of damp or detrimental to maintenance condition of the property
Fencing and Free-standing Walls		
Boundary fencing to terraced houses and communal areas to flats	S1	Dividing fences, gates, hinges and catches are tenant responsibility
Masonry walls (repair)	S1	
Masonry walls (failure, n.e. single aspect)	S1	E1 to make safe, then demolish and replacement with equivalent height fencing
Masonry walls (failure, multi-aspect)	n/a	E1 to make safe, then referred to PPM programme
Floors		
Asbestos vinyl tiles	U1	Removal only – new floor covering is tenant responsibility.
Minor structural repairs, including sub-floor and screeds	S1	Where deemed source of damp or detrimental to maintenance condition of the property. U1 if there is a significant trip hazard.
Garages		
Doors and locks	U1	Replacement under PPM programme
Roofs	S1	Non-ACM roofs only. ACM roofs replaced under PPM programme or via an insurance claim.
Gas		
Interrupted gas supply	E1 (R1)	Where not gas infrastructure (otherwise Cadent)
Heating and hot water		

Heat or hot water	E1 (R1)	If only source of heating between 1 Nov and 30 April, including immersion heaters where sole source of hot water and heating, and default for vulnerable tenants.
Heat or hot water	U1 (R1)	If only source of heating between 1 May and 31 Oct, including immersion heaters where sole source of hot water.
Flues and ventilation grilles	E1 (R1)	Health and safety risk
Hot water or heating pipework	E1 (R1)	
Radiator renewals	S1	Individual radiators only
Reprogramming of controls	U1	Vulnerable tenant only
Heating pipe work renewals	S1	Upgrades only with full replacements via PPM programme
Internal walls and ceiling		
Silicone sealants	S1	Mastic joint failure only
Plaster	S1	Areas over 50% of walls only and solely due to aged plaster. If resulting from structural or damp this will be completed under remedial works.
ACM textured coatings	U1	Scraped removals only – no replacement provided
Kitchen		
Kitchen units	S1	Minimal holding repairs only – referred to PPM programme
Wall unit (loose)	U1	Health and safety risk
Paths and paving		
Front access – slabs	E1	Daytime visit and <25mm.

Front access – cast pavings	U1	Health and safety risk
Plumbing		
WC fixtures	U1	Vulnerable tenants only
Total loss of water	E1	
Partial loss of water	U1 (R1)	
Shower tray	U1	No bath and previous installed by council
Shower tray	S1	Bath available and previous installed by council
Water pipes, stop cock and isolation valves	E1 (R1)	Leaking even if seized
Stop cock or isolation valve	S1	Seized only
Taps	U1 (R1)	Seized only
Main storage tanks	E1	Health and safety risk or causing damage or damp to building, otherwise via PPM programme
Ball valves	U1	E1 for vulnerable with single WC
Enameled baths (chips)	S1	
All baths (broken/split)	U1	Only if sole washing facility.
Cistern	E1 (R1)	Loose or leaking
Cistern (loose/broken/split)	U1	Subject to assessment
WC (loose/broken/split)	U1	Subject to assessment
WHB (loose/broken/split)	S1	Subject to assessment
Roofing		
Roof covering	U1 (R1)	Temporary works, otherwise PPM programme
Flashings or soakers	S1	

Gutters, downpipes, chimney stacks, and fascia/soffits/barges	U1	If a health and safety issue or to make safe or resulting in damp to building, otherwise PPM programme
Gutters and downpipes (cleaning and clearing)	S1	Vulnerable tenants
Sheds		
Shed clearance	S1	Possible recharge if requested of the landlord
Trees		
Crown lifting, pruning pollarding, etc, works	S1	Only on council housing land, including gardens, and only where creating damage to structures, boundaries or neighbourly dispute.
Windows		
Glazing	E1	Accidental and malicious damage only, if crime reference number obtained
Tilt and turn security fixings	U1	Make safe
Replacement of air vents	U1	For gas safety only
Casements or hinges	S1	
Gaskets (letting-by wind and rain)	S1	
Window locks	U1 (R1)	
Window restrictors	U1 (R1)	To upper floors of houses and all floors to flat blocks
Sash chords	S1	
Drying Areas		
Individual rotaries and washing lines	S1	Communal areas only, including posts, hooks and gin wheels – washing lines are the block's residents' responsibility

