

NON-CONFIDENTIAL  
BOROUGH OF TAMWORTH



# CABINET

8 December 2021

A meeting of the CABINET will be held on Thursday, 16th December, 2021, 6.00 pm in Council Chamber, Marmion House, Lichfield Street, Tamworth, B79 7BZ

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## A G E N D A

### NON CONFIDENTIAL

**1 Apologies for Absence**

**2 Declarations of Interest**

*To receive any declarations of Members' interests (pecuniary and non-pecuniary) in any matters which are to be considered at this meeting.*

*When Members are declaring a pecuniary or non-pecuniary interest in respect of which they have dispensation, they should specify the nature of such interest. Members should leave the room if they have a pecuniary or non-pecuniary interest in respect of which they do not have a dispensation.*

**3 Question Time:**

To answer questions from members of the public pursuant to Executive Procedure Rule No. 13

**4 Matters Referred to the Cabinet in Accordance with the Overview and Scrutiny Procedure Rules**

**5 Review of Council Housing Repairs Policy (Pages 3 - 36)**

*(Report of the Portfolio Holder for Social Housing and Homelessness Prevention)*

Yours faithfully

A handwritten signature in black ink, appearing to be 'AOS', followed by a long horizontal line extending to the right.

## Chief Executive

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### **Access arrangements**

*If you have any particular access requirements when attending the meeting, please contact Democratic Services on 01827 709267 or e-mail [democratic-services@tamworth.gov.uk](mailto:democratic-services@tamworth.gov.uk). We can then endeavour to ensure that any particular requirements you may have are catered for.*

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*If a member of the public is particularly concerned about being filmed, please contact a member of Democratic Services before selecting a seat.*

### **FAQs**

*For further information about the Council's Committee arrangements please see the FAQ page [here](#)*

To Councillors: J Oates, R Pritchard, M Bailey, D Cook, S Doyle and A Farrell.

Thursday, 16 December 2021

## Report of the Portfolio Holder for Social Housing and Homelessness Prevention

### Review of Council Housing Repairs Policy

#### Exempt Information

Not Exempt

#### Purpose

This report follows a refresh and update of the Council Housing Repairs Policy and Voids Standards. It sets out proposals for the Repairs Policy and Voids Standards for further consultation with residents with a view to formally adopting. The report also sets out proposals for the potential move from a standard Schedule of Rates type Contract to a Price Per Property style contract in respect of the response repairs elements.

#### Recommendations

It is recommended that:

1. Cabinet approves, in principle, the updated Housing Repairs Policy.
2. Cabinet approves consulting with residents on the updated Housing Repairs Policy.
3. Cabinet delegates authority to the Executive Director, Communities, the Portfolio Holder for Social Housing and Homelessness Prevention, in consultation with the Housing and Homeless sub-committee the final version of the updated Housing Repairs Policy.
4. Cabinet delegates authority to the Executive Director, Communities, the Portfolio Holder for Social Housing and Homelessness Prevention, in consultation with the Housing and Homeless sub-committee and Executive Director, Finance the move from Schedule of Rates to Price Per Property, subject to a detailed cost and affordability analysis.

#### Executive Summary

The current Housing Repairs Policy was last reviewed in 2016 and remains largely fit for purpose as standards and requirements have changed very little since then. This review therefore has largely been a matter of confirming that the statutory requirements set out in the document remain valid, updating those areas where there have been changes and ensuring that any other changes made to the way in which the service is being delivered are properly captured and formalised.

As a result of the Tenants Services Authority regulatory code the Home standard requires landlords to provide a cost-effective repairs and maintenance service. One that not only fulfils the basic health and safety requirements but offers choice and tailors services accordingly. It is worth noting that since the last review of the Housing Repairs Policy greater emphasis is being placed on building safety and in particular electrical and fire safety. The Fitness For Human Habitation Act has also been introduced which amongst other things addresses issues around dampness and its impact on tenants.

#### Statutory Requirements

The council have strict contractual and statutory obligations in relation to the provision of a responsive repairs service. This is in relation to the tenancy agreement and a variety of legislation.

In addition, best practice is set out in the Tenant Services Authority Regulatory Code, specifically the Home Standard. There are specific expectations in relation to the overall quality of accommodation and general repairs and maintenance.

**Quality of Accommodation** – tenants' homes must meet the standard set out in the Governments Decent Homes Guidance by 31<sup>st</sup> March 2010 and continue to maintain their homes to at least this standard after this date.

**Repairs & Maintenance** – registered providers shall provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants and has the objective of completing repairs and improvements 'right first time'.

**Consultation** – subject to approval by Cabinet of the draft revision of the Housing Repairs Policy there will need to be a period of consultation with residents to ensure they have had an opportunity to consider any revisions and have been able make recommendation for improvements and/or enhancements to the service.

**Golden Ticket** – in the 2011/12 review of the Housing Repairs Policy the "Golden Ticket" was introduced. Approx. 750 households benefit from the enhanced service which has proven to be popular amongst those households benefitting from it. Under the current Housing Repairs Policy this enhanced service is available to:-

- Those living in Sheltered Accommodation
- Those over 75 years of age and living alone or households where there is no one under the age of 75
- Those on some form of disability related benefit

It is estimated that this service costs in the region of £65,000 per annum based on an assumption that each eligible household would have one additional repair per annum. Removing this service would reduce repairs costs initially however it is likely that void costs associated with these properties would be higher as the repairs would not be done by the tenants whilst in occupation. Some repair items if not done may also impact on the tenant's ability to live safely in their home.

**Repairs Priorities and Classifications** – There are currently three responsive repairs categories and a planned works category. This classification system has proven to work well so it is not proposed that this will change.

- Emergency Repairs [ER] – Same day response
- Urgent Repairs [UR] – Response within 5 working days (generally by appointment)
- Routine/Planned Repairs [RR] - completed within 90 days (generally by appointment)

Feedback through our in-house call centre has shown that one of the most important issues for tenants is appointments for repairs. Feedback indicates that for repairs in the UR category residents would most likely accept a longer waiting time provided they had a firm appointment that was kept. The new contracts that are in place require that repairs so far as practicable are appointed.

**Planned Works** – These works address major component replacements such as kitchens, bathrooms, heating systems, windows, roofing etc. These works are done on programmed basis using stock condition data and a 'just in time' replacement cycle so as to maintain the Decent Homes Standard. This type of work is issued to contractors on an annual basis who arrange to undertake the work by appointment with residents. So far as possible residents are offered choices about the improvements made to their homes.

**Cyclical Works** – These are works that are done on a fixed cycle and include elements such as the annual gas servicing, annual Fire Risk and Legionella Assessments, five-year electrical inspections, and routine lift servicing. As with the planned works these are delivered in a managed way with the contractor making appointments for all jobs, There is a robust access procedure in place to deal with gas servicing and this has been adopted for the Electrical Safety Inspections.

**Voids** – Approx. 10% of the housing stock becomes void each year for a variety of reasons. The aim is to turn void properties around as quickly as possible by undertaking only those works necessary to make the property fit and safe for occupation. The actual time permitted for each void is set out in the repairs contract and is based on the value of works required. As a minimum all void properties will undergo basic Health and Safety type inspections for Gas, water, electric and asbestos. Any items that would mean the property not meeting the Home Standard, Housing Health & Safety Ratings System [HHSRS] or Fitness For Human Habitation Standards will be addressed as part of the void works, the property will also be left clean and free from detritus.

**Recharges** – The current policy includes an element around tenant recharges, this is applied where a repairs either in an occupied or void property is as a result of avoidable damage that has been caused by the tenant or someone in their charge within the property. Whilst it often proves difficult to collect recharges it is proposed that they remain within the Housing Repairs Policy to act as a deterrent against tenant damage. Recharges also extends to rubbish removal from void properties and dealing with the impact of lost keys.

**Leasehold Repairs** – There are a large number of leasehold properties spread across the various low, medium and high rise blocks. Under the terms of the lease the Council in its capacity as Landlord has repairing obligations for the common parts of the block. The current contracts have been set up in such a manner that a proportion of the costs associated with works to the common parts of the building can be recovered from Leaseholders.

**Disabled Adaptations** – The same criteria as used for mandatory Disabled Facilities Grants is applied to disabled adaptations for Council Housing. Works are delivered through the County led SILIS contract with works being completed by our own appointed works contractor. There is a needs assessment process which is used to determine what works are necessary and appropriate for the disabled resident; works costs are capped at £30,000.

**Price Per Property [PPP]** – when the current contracts were procured there was an option included that would allow a move from the current Schedule Of Rates [SOR] to a Price Per Property [PPP] arrangement. Under a PPP arrangement the Council would pay a fixed price per property per annum and within that fixed price the contractor would undertake all pre-agree work types within the contractually agreed timescales. The inclusive works would cover the vast majority of the common repairs that are carried out every year. There would be some elements excluded such as upgrades and improvements, planned works, tenant damage and wholesale renewals. Discussions have already commenced with the contractor to identify the list of included and excluded works and these will be used as the basis of pricing the contract going forward if agreed. Moving to a PPP approach will allow both parties to the contract to focus their efforts on the quality of service as opposed to the detailed analysis of costs through a schedule of rates. The use of PPP also incentivises the contractor to deal with multiple repairs when they attend a property; under the SOR arrangement there is greater incentive to do one job at a time for some work types as each job is paid for separately, under PPP all jobs are included so completing as many in a single visit is beneficial to the contractor but is also a benefit to the tenant. It will also be important for the Council to ensure that it maximises the benefits arising from the introduction of a PPP arrangement.

Work is underway in relation to the list of inclusions/exclusions and the costing of the works. It is going to be difficult to accurately compare to the current rates as we know that the market has changed, we should however be able to benchmark the costs provided to us with similar contracts being run on a PPP basis elsewhere.

**Building Safety** – The Building Safety Bill will impose new obligations on landlords who own higher risk buildings. These obligations cover fire and general building safety. Building surveys have already taken place and these will result in programmes of improvement works. There will also be a requirement for ongoing routine inspection and servicing of elements relating to building safety. The Building Safety Bill will require greater engagement and communication with residents and will also place more obligations on residents in relation to the way they occupy buildings safely.

**Zero Carbon** – The push for zero carbon will place pressures on the Council in the future. Homes will need improvements to their insulation, and it is likely that we will see a shift from gas central heating to other forms of heating. This move may not be popular with tenants and in the earlier phases is likely to be considerably more expensive than installing a gas heating system. It may also require the Council to consider new ways of funding such works.

## **Options Considered**

The Council in its capacity as a landlord providing social housing is required to have a robust and documented Housing Repairs Policy.

**Golden Ticket** – consideration has been given to removing the “Golden Ticket” so as to reduce expenditure on repairs. Removing this is likely to be an unpopular decision and may not provide significant savings as many of the repairs are likely to need addressing when the property becomes void. It could also be reputationally damaging if tenants can't live safely in their home.

**Recharges** – consideration has been given to removing recharges from the policy as the sums collected do not reflect the amount of effort that goes into calculating and attempting to collect. It is however felt that they should remain so as to act a deterrent. Consideration will be given to possible mechanisms that could be used to improve collection rates, including a proactive approach to recovery of sums due by the Revenues team.

**Price Per Property[PPP] vs Schedule of Rates [SOR]** – it is felt that a move to a PPP contract will allow both the contractor and our own Assets Team to focus their attentions more firmly on the quality of service rather than being focussed on checking rates for every job completed.

## **Resource Implications**

There are no additional staffing resources directly arising from the contents of this report.

**Golden Ticket** – removal of the Golden Ticket could result in some savings circa. £65,000 from the response repairs budget and it is likely the PPP rate would reflect the Golden Ticket, however much of these savings is likely to be offset against increased costs associated with void works down the line.

**Recharges** – removal of the recharges would save some staff time but not sufficient to reduce the establishment. The fact that recharges serve as a deterrent probably has an impact on the level of tenant damage although this is not quantifiable.

**Price Per Property** – it is not anticipated that the move to PPP would make any savings in relation to staff costs. If managed and promoted properly it should be possible for the Council to undertake more repairs than it does now and also become more pro-active. The main benefit will be in quality. It is anticipated that costs will increase as a result of the move to PPP. Unlike SOR it is not possible to ‘scale back’ work in order to meet available budgets should funding become an issue in the future. Cabinet have been requested to delegate authority to the Executive Director, Communities, the Portfolio Holder for Social Housing and Homelessness Prevention, in consultation with the Housing and Homeless sub-committee and Executive Director, Finance the move from Schedule of Rates to Price Per Property, subject to a detailed

cost and affordability analysis – and identification of any resulting implications for the budget and MTFs.

Other costs – Building Safety and Zero Carbon are likely to introduce significant new costs for the Council which will need to be considered in future budget setting processes. Some measures are already known and have been included in the budget and MTFs – these include an addition to the establishment for the role of the Building Safety Manager, and budgets for fire safety inspections and management software. Capital bids have been identified to improve the thermal efficiency of properties as part of the decarbonisation agenda; there has also a bid for government funding for this type of work. We also recognise that damp, condensation and mould is an issue likely to lead to disrepair claims, to address this there is a capital bid aimed at tackling the causes. Looking forward it is likely that building safety will extend beyond high-rise blocks and there is likely to be a push to move away from gas heating to alternative sources, this will impact on both capital and revenue budgets. There are currently known cost pressures affecting the whole of the construction industry and it is likely that these will result in increased maintenance costs going forward.

### **Legal/Risk Implications Background**

It is a statutory requirement for the Council to have an up to date Housing Repairs Policy that reflects both its statutory obligations and the needs of its tenants.

The current policy remains fit for purpose and requires only minor amendments to reflect current working practices and more recent changes to legislation.

The move to PPP needs to be properly thought out and managed, the inclusions and exclusions need to be right from the outset. It is likely that the move to PPP will result in increased costs and this will need to be properly considered on a business case, cost benefit analysis basis. Unlike SOR it is not possible to ‘scale back’ work in order to meet available budgets should funding become an issue in the future.

Changes to legislation and the requirements to meet a more demanding ‘Home Standard’ are likely to have significant cost implications which will impact on the overall Housing Revenue Account business plan. Consideration will need to be given to this as part of the business planning process.

### **Equalities Implications**

Golden Ticket – the Golden Ticket arrangement positively discriminates in favour of those over the age of 75 and those with some sort of disability benefit.

The remainder of the repairs policy and move to PPP is based on our obligations to maintain a built asset. The processes and procedures built into the repairs contracts seeks to address access arrangements through the use of appointments.

### **Sustainability Implications**

As there is little change from the current repairs policy there should be no sustainability issues directly arising from the review.

The shift to PPP, whilst giving greater cost certainty, is likely to result in an increase in costs associated with the delivery of the repairs service.

Future changes to the ‘Home Standard’ and in particular those elements relating to building safety and energy efficient are likely to have significant cost impacts going forward and these will need factoring into the HRA business planning process.

### **Background Information**

None

**Report Author**

Paul Weston – Assistant Director Assets

**List of Background Papers**

None

**Appendices**

Updated draft Repairs Policy for consideration and consultation.



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## Context

The purpose of this document is to set out Tamworth Borough Council's Repairs Policy. A repairs policy is a contractual and statutory requirement and replaces the 2016 version.

The Council's response repairs service is delivered by Engie with planned works being delivered by both Engie and Wates.

This repairs policy also reflects the Home Standard, currently laid down by the Tenants Services Authority. This requires all landlords to provide a cost-effective repairs and maintenance service that meets all health and safety requirements while offering choice and tailoring repairs services to individual needs, in relation to access and supply.

This policy provides a summary statement about the repairs service and about looking after your home. Specific advice and information can be obtained from us using the contact details below.

This policy should be read in conjunction with:

Your tenancy agreement

Policies named in this document

General Service Standards set out under the National Housing Federation Schedule of Rates (7), used for repairs and investment contracting purposes from 01/04/20.

These documents can be found at [www.tamworth.gov.uk](http://www.tamworth.gov.uk) or by contacting us:

by telephone: 01827 709709 or by email: [enquiries@tamworth.gov.uk](mailto:enquiries@tamworth.gov.uk)

### 1. Purpose and Objective of This Policy

The aims of this policy are to:-

- Meet all our landlord obligations to you in relation to repairing your property
- Ensure our approach to Health and Safety meets best practice and all our contractual and legal obligations
- Explain your tenant responsibilities in relation to the tenancy agreement
- Set out the service standards detailing what you can expect when you report a repair and how work is delivered
- Clarify what you can expect from the repairs contractors delivering the gas servicing, repairs and planned works.
- Ensure that all tenants get the same level of service, tailored to your
- individual needs

This policy sets out how we will meet our obligations as a landlord and ensure we fulfil legislative requirements contained in the following legislation:-

- Section 11 of the Landlord and Tenant act 1985
- Public Health Act 1963
- Housing Act 1985
- Environmental Protection Act 1990
- Tamworth Borough Council's Tenancy Agreement
- Secure Tenants of LAs (Right to Repair) Regulation 1994
- Disability Discrimination Act 2005 (Disability and Equality Act 2010)
- Leasehold Reform, Housing and Urban Development Act 1993
- Commonhold and Leasehold Reform Act 2002

- Secure Tenants of LAs (Compensation for Improvements) Regulations 1994 S.I. 1994 No.613
- Gas Safety (Installation and Use) Regulations 1998
- Fire Reform Regulations 2010 Guidance specifically the Regulatory Reform (Fire Safety) Order 2005
- The Control of Asbestos Regulations 2006
- Health and Safety at Work etc Act 1974
- The Management of Health and Safety at Work Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002 (as amended)
- Water Supply (Water Fittings) Regulations 1999

Specifically the policy ensures regulatory compliance with the Tenant Services Authority Home standard, which covers two areas:-

- Quality of accommodation
- Repairs and maintenance

### Quality Of Accommodation

We will ensure that tenants' homes have meet the standard set out in section 5 of the Government's Decent Homes Guidance and will continue to maintain our homes to at least this standard.

### Repairs and maintenance

- We will provide a cost-effective repairs and maintenance service to homes and communal areas that responds to individual needs.
- We aim to complete all repairs and improvements at the first visit.
- We aim to book appointments for all Urgent and Routine Repairs
- We will meet all statutory health and safety requirements.
- We shall co-operate with relevant organisations to provide an adaptations service that meets tenants needs.

### Links to other policy documents

Not only does the repairs policy contribute to the delivery of corporate objectives but it also links to a range of other housing related policies and practices including:-

- Housing & Health Strategy
- Tenancy Agreement and Policy
- Landlord Anti-Social behaviour Policy
- Allocations Policy including Finding a Home
- Garage Tenancy Management Policy

### 2. Who is responsible for my repair

	Repair	Comment	Council	Tenant	Golden Ticket (Council)
	Baths and basins This is the bath / basin itself, for taps, plugs etc please see individual items listed eg item 4	Except unblocking wastes and cleaning of heavy soiled	X		

	for plugs	or lime scale damaged baths or basins.			
	External taps.	Some new build properties will have a tap installed at time of construction. The Council will be responsible for these.		X	
	Over bath showers	Unless fitted by the Council		X	
	Bathroom fixtures and Fittings eg. sinks, pedestals, WC pan, cistern, tiles.	Except where damage has been caused by tenants	X		
	Carbon Monoxide detector	Hard wired detectors will be maintained by the Council, Battery operated detectors will be maintained by the tenant including replacement of batteries.	X		
	Carpentry eg. door frames, window frames, stairs, stair rails, steps, weather boards.	Except where damage has been caused by tenants.	X		
	Chains and plugs on any sink, bath or basin	On basins, baths and sinks.		X	X
	Chimneys	Including sweeping where required.	X		
	Communal areas	Including the testing of all equipment to these areas. The Council would carry out any repair required to a communal area.	X		
	Condensation and Mould				
	Damp				
	Decoration external.	Previously painted surfaces will be done on a	X		

		programmed basis			
	Domestic appliances	Such as cookers, fridges, washing machines, dish washers unless supplied by the Council and not gifted to the tenant.		X	
	Doors	Internal and external including frames, hinges, locks, door jambs and thresholds, and handles.	X		
	Driveways	That provide access to a garage or that are part of footpath only (Otherwise tenant responsibility)	X		
	Fences and gates	Unless bordering a recognisable hazard eg. railway line, water way, main road. The assessment of a fence meeting these criteria. would be made following an inspection by the Council or a representative of the Council. The Council may choose to add the repair to a planned programme of works rather than do as a response repair.		X	
	Fires grates and surrounds	Only where surround was in place at commencement of tenancy.	X		

	Fixtures and fittings	Such as coat hooks, curtain rails.		X	X
	Floor boards	Unless broken due to carpeting.	X		
	Floor covering	Including adapting doors to accommodate carpets. Unless vinyl laid as part of welfare adaptation.		X	
	Front door lock	We will replace all defective locks through normal wear and tear.	X		
	Garages	Except where garage has been sold. Excludes locks to garage doors.	X		
	Garden maintenance	Including dustbins and refuse areas within your own garden. Dustbin and refuse areas in common parts will be maintained by the Council.		X	
	Gas	Except problems with meters where National Grid (Gas) are responsible.  Issues with smart meters should be referred to your supplier	X		
	Glazing	If criminal damage or broken by others, the Council will replace but you must get a		X	

		crime number before the works are started.			
	Gutters and external rainwater goods unblocking	Repair/renewal will be done by Council.		X	X
	Fuse Board / Consumer Unit	Unless resetting trip switches / RCD's which should be checked before reporting.	X		
	Hand basins For taps, plugs etc see individual items	Except blockages	X		
	Heating	Including storage heaters and fitted electric fires. Except bleeding radiators which is your responsibility.	X		
	Hot water heaters	Including cylinder jackets.	X		
	Immersion heaters		X		
	Infestations	Of any kind, to include, mice, cockroaches and bed bugs. The Environmental Health Department will be able to offer advice on dealing with infestations.		X	
	Internal door locks			X	
	Kitchen	Except domestic appliances	X		
	Letter boxes and plates	Including internal draft flap/cover		X	
	Light Bulbs/lamps	Except in common areas		X	
	Light fittings	Except light bulbs, dimmer switches, fuses, fluorescent tubes and starters	X		
	Lock of any type	The council will repair any defective lock	X		

	Loss of keys	Including repairs to forced entry if you get locked out		X	
	Mould growth	Cleaning off with fungicidal wash		X	
	Paths	Including steps, footpaths and ramps that provide access to your front, rear or side door only	X		
	Plaster	Except minor plaster cracks up to 10mm wide and repair of small holes	X		
	Plumbing repairs and leaks to any part of the dwelling.	Except for tap washer replacements washing machines and dishwasher taps/hoses and bleeding radiators	X		
	Porches	Except glazing and porches that have been erected by the tenant and are therefore not the councils responsibility	X		
	Relighting pilot lights	Including the setting of any heating controls or programmers		X	
	Roof		X		
	Sealants eg around bath, basins and sinks			X	
	Showers (electric or mixer)	Except shower curtain, rails/track and only where shower was present at start of tenancy If a shower over a bath becomes unrepairable, TBC will not replace but	X		



		instead will remove and make good the area.			
	Sinks For taps, plugs etc see individual items	Except for blockages	X		
	Sink units	Except for blockages	X		
	Skirting boards	Except where damaged by tenant	X		
	Smoke Detector	Hard wired detectors will be maintained by the Council, Battery operated detectors will be maintained by the tenant including replacement of batteries.	X		
	Stairs	Including treads, nosing, unless damaged by the fitting/removal of carpets	X		
	Stairlifts	Servicing and renewal unless fitted by the tenant	X		
	Switches and sockets	Except dimmer switches or switches fitted by tenants	X		
	Telephone points	Including the installation of telephone lines where one has not been installed previously.		X	
	Toilets / WC and associated plumbing	Except blockages	X		
	TV aerials, sockets, and cabling.	Unless communal		X	
	Walls and ceilings	Unless damaged caused by water leak or defective plaster	X		

	Washer taps	To include kitchen, bathroom or WC taps		X	
	Washing lines			X	
	Washing line posts	Unless communal		X	
	Waste blockages	Including basin, bath and washing machine		X	X
	WC / toilet seats			X	X
	Windows and frames		X		
	Worktops		X		

### 3. Leasehold Repairs

#### **What are the Council's obligations?**

We are responsible for the repairs and maintenance of the structure and common parts of your building and for all repairs to the external fabric of the building, excluding doors and windows, and we are entitled to recover the costs of these works.

We are responsible for the repairs and maintenance of the main structure of your building, which includes the foundations, roof, external walls, communal doors and communal window frames. We are also responsible for all aspects of communal areas including fire doors to flats. Included within the structure we are responsible for the floor slab in the case of solid floors and for the joists in the case on timber floors. We are responsible for shared drainage and communal TV aerials where supplied. Any repairs to blocks with leasehold flats are chargeable, with each flat being liable for an equal proportion of the cost of the works. Where external consultants are used, we will charge for their costs. Formal notices will comply with the Leasehold and Commonhold Reform Act. Depending upon your lease, repairs may also include communal areas such as communal lighting, door entry system, lifts, stairs, chutes and pathways. We also are responsible for repainting the exterior of the building and the common parts.

Where there are common parts to a building we will undertake a Fire Risk Assessment, an Asbestos Survey and where necessary a legionella inspection of any shared stored water supplies.

#### **What are the leaseholders' repair obligations?**

You have the right to redecorate the internal parts of your property and replace fittings such as bathroom and kitchens. According to the terms of your lease, you are responsible for keeping in good order internal walls and doors, service pipes, cables, wires, domestic heating systems, baths, sinks, toilets and all other such fittings in your property. Specifically, you are responsible for ensuring your gas appliances are safe and we recommend a yearly gas safety inspection and regular serving of your appliances. It is recommended that you have the electrical installation in your home inspected every 5 years by a competent and qualified electrician. The gas, electric and water services are the responsibility of the leaseholder. Where a water supply is shared, the Council is responsible up to the point where it enters the property or the stop tap, whichever occurs first. Leaseholders are responsible for any drainage

that serves only their property and drainage from their property up to the point where it enters the shared drains.

Leaseholders should not carry out any structural work to their property and they should not erect any extensions or conservatories.

Where an area of garden is included with the sale of the lease you are responsible for maintaining the garden area and all fencing.

### **Right of entry into a leasehold property.**

According to the terms of your lease, you have to permit entry into your home which includes entry by our contractors, who may need to inspect, investigate, maintain and repair a fault, if it is our responsibility to do so. In such a circumstance we will give you reasonable notice, although this may not be possible in cases of emergency.

### **Can leaseholder use the Council contractors to carry out repairs?**

Generally Council contractors will not undertake small items of repair work directly for leaseholders however when we undertake planned renewal works to items such as Windows which are the Leaseholders' responsibility we may ask if you would like your windows to be replaced at the same time, you will be advised of the cost and payment terms.

#### **4. Golden Ticket**

It is recognised that tenants have differing needs. As part of the enhanced repairs offer to customers, all repairs will be carried out if the tenant is: -

- living in Sheltered Accommodation
  - any household where all are over 75 years of age
- and able to demonstrate they are
- in receipt of DLA, Attendance Allowance or War Disablement Pension
  - or at the discretion of the Corporate Director of Communities, Partnerships and Housing
  - This allows for an improved service for those vulnerable residents who require it most. The Golden Ticket will be used as a flag on our IT systems for those households who require an enhanced and improved service.

Tenants, or representatives of tenants, to whom the above circumstances apply are asked to highlight this when contacting us to report a repair. Tamworth Borough Council will check eligibility status at this point and either raise a job ticket or advise accordingly.

#### **5. Right To Repair**

Where an Order is covered by the Right to Repair Regulations, the Response Period is determined by those Regulations.

The prescribed Response Periods under the Right to Repair Scheme are set out in the table on the next page.

For details of council obligations under right to repair, please visit [www.direct.gov.uk](http://www.direct.gov.uk) or please contact the Council directly. If you report a repair which falls within these categories and the repair is not completed within the prescribed timescales, please contact us by telephone or email using the details contained in Section 1

Repair	Prescribed period in working days
Total loss of electric power	24 hours
Partial loss of electric power	5 working days
Unsafe power, lighting socket or electrical fitting	24 hours
Total loss of water supply	24 hours
Total or partial loss of gas supply	24 hours or 5 working days*
Blocked flue to open fire or boiler	24 hours or 5 working days*
Total or partial loss of heating	24 hours or 5 working days
Blocked or leaking foul drain, soil stack or toiletpan (if only one toilet in dwelling)	24 hours
Toilet not flushing (if only one toilet in dwelling)	24 hours
Blocked sink, bath or basin	5 working days
Tap which cannot be turned	5 working days
Leak from water or heating pipe, tank or cistern	24 hours
Leaking roof	5 working days
Insecure external window, door or lock	24 hours
Loose or detached banister or handrail	5 working days
Rotten timber flooring or stair tread	5 working days
Door entry phone not working	5 working days
Extractor fan in internal kitchen or bathroom not working	5 working days
	* Dependent upon time of year and extent of problem.

## 6. Right To Buy

Only emergency repairs and Right to Repair repairs will be carried out by the Council while a Right to Buy application is being processed and all planned or improvement works will be suspended.

Should your right to buy not proceed, or you withdraw your application, then any planned improvement works may be done at a later date, possibly within the next 3-5 years.

For further details please contact the Council's legal department via [enquiries@tamworth.gov.uk](mailto:enquiries@tamworth.gov.uk) or by calling **01827 709709**.

## 7. What should you expect from our contractors?

The Council has adopted a model code of conduct and service standards for all its contractors, including sub-contractors. The following summarises the code and the complete version is available on request.

### Summary

- All contractors must comply with the Council's equality and diversity policy
- The contractor must report, wherever applicable, to the tenant, leaseholder or person in charge of the property before they start work.
- The contractor must wear any uniform that applies and show a photo identity card which has
- been approved by our client contract administrator.
- The contractor must explain the work they will do.
- The contractor must also report to you each time they leave the property and when they finish the work.
- The contractor must be polite to tenants, leaseholders and staff and behave in a proper and
- professional way at all times.
- The contractors staff, sub-contractors and agents must not work under the influence of alcohol or drugs.
- The contractors must not play or use a radio without the tenant's permission.
- The contractor must make as little mess and disruption as possible and take care of the tenant's belongings.
- The contractor must keep safe all materials and equipment used on site and take care to avoid causing danger to tenants and visitors.
- The contractor must reconnect and test services such as water, electricity and gas at the end of each working day and pay tenants for any gas, electricity and metered water used.
- The contractor must clear any rubbish and trade waste from inside and outside the property at the end of each working day.
- The contractor must keep the tenant's home secure at all times.

Tenants should note that our repairs and investment contractor takes all repairs, planned and improvement-related calls and will issue them directly. This will be to either one of their skilled operatives, an approved sub-contractor or to another specialist partner such as a gas engineer. They will keep you informed as necessary on progress.

#### 8. How to report a repair

Before contacting us to report your repair, please refer to section 3 of this policy (page X) to ensure the repair is something we will carry out.

The Council operates its own repairs call centre during normal working hours and will be able to take your repair and where possible make an appointment for you. The contractor will provide an out of hours emergency service, this service should be used for emergency repairs only and it is likely that the issue will be made safe until a proper repair can be completed the next working day.

The repairs call centre number which is available 24hours, 365 days is 0800 183 0044  
Non-urgent repairs can be reported by email using the following email address: [repairs@tamworth.gov.uk](mailto:repairs@tamworth.gov.uk) , this email address will only be monitored during normal operational hours of 8am to 6pm Monday to Friday.

The Council is currently developing a 'tenant portal' which will allow tenants to report repairs and manage booked appointments, further details of this will be provided to service users when available..

#### 9. Rechargeable Repairs

Each year the Council spends a considerable sum of money on cleaning, clearing and repairing its properties due to neglect and damage caused by its residents, their families and their friends. This is money that could be better spent on enhancing properties and the environment. In order to provide excellent value for money, we need to ensure that all aspects of the tenancy are enforced, to include recovery of rechargeable repairs. This means we can make sure that we are investing money where it is most needed.

We will look to recharge under the following circumstances: -

- Rechargeable repair - where works are required due to a resident, their family or visitors deliberately or accidentally damaging any fixtures or fittings in their home or any communal fixtures or fittings owned by the landlord e.g. walls, footpaths, seats, lights, which are provided by the landlord and are the responsibility of the resident to replace or repair if lost and /or damaged. Blocked w/c and waste pipes when caused by tenant misuse.
- Unauthorised alterations where we cannot grant retrospective consent – any works that are required to bring a property back up to an acceptable standard as dictated by the landlord, and to ensure health and safety of residents and the property.
- Clearance of property and gardens at the end of a tenancy - all properties should be left clean tidy and empty.
- Costs associated in clearing and repairing a filthy or verminous property during the course of a tenancy – these terms are defined under the Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961).
- Vandalism – where damage has occurred and the Court has prosecuted the culprit, or where the individual has admitted the damage.
- Repairs that are the responsibility of the tenant – such as a broken window or blockage of waste pipes and w/c through misuse.
- Repairs to private ownership dwellings that are causing damage to the Council's own property when necessary.
- Costs incurred through storage of goods following eviction – the property should be left in a clean, tidy and empty condition. If goods are left in the property the Council is legally obligated to store the goods for 28 days before disposal.
- Replacement of lost or broken door entry key fobs.
- Costs of obtaining a court order to gain access to tenanted properties. The tenancy agreement states that we carry out a gas safety check each year. We also carry out periodic tenancy checks to ensure the tenant is keeping the property in good order. If we are denied access we will seek to obtain a court order to allow us access to fulfil our obligations as landlord.
- Gas servicing and contract works to leasehold properties. The Council's leases state that the leaseholders are liable for the repair and maintenance of their properties. We have extended some of our contracts to leaseholders to assist them in keeping their properties in good repair, and to benefit from the cost efficiency savings of buying into a large contract. Please **contact the Repairs and Investment Contractor** who will advise you of the costs and your responsibilities for payment if you choose to take advantage of this service.
- Clearance of bulky items from housing land, which result in a recharge to the Council
- Missed appointments - the Council may charge you for confirmed missed appointments unless cancelled with at least 24 hours prior notice. The contractor will record if there is any missed appointment, and the Council will then invoice you the cost.
- Recovery of any costs associated with putting right damage to neighbouring properties resulting from any defect that would otherwise be the tenant responsibility (for example damage caused to flat below by leaking washing machine).

## 10. Repairs Priorities and Appointments

### Emergency Repairs

These will be attended to and made safe within three hours. The repair will then be completed as soon as possible thereafter or during the emergency call if possible.

Emergency works include repairs to resolve a situation:-

- That is actually or potentially dangerous.
- That poses a serious risk to the health and safety of the occupants or to the structural stability of the property.

Where immediate action will prevent serious damage occurring to the property.

Types of situations could include:-

- Burst pipes.
- Gas leaks (National Grid gas should be contacted immediately).
- Broken WC pan – or not flushing (where property only has one WC).
- Burst tank or cylinder.
- Glazing (where there is a risk of injury).
- Securing of property.
- Total loss of power or services (electric, gas, water).
- Blocked or leaking drain (excluding rain water drains).
- Faulty / damaged lock to external doors.
- Total loss of heating (November – April) In this instance we may only be able to provide temporary heating facilities until a full repair can be completed.
- Make safe any external fault (i.e. dangerous wall).

### Urgent Repairs (Generally by appointment)

These will be completed within five working days or temporary works undertaken until an effective repair can be completed under a planned programme. Wherever possible an appointment will be made at the time of reporting the repair.

Urgent Repairs will include: -

- Blocked sink, bath or wash basin (where part of golden ticket or handyperson could not clear).
- Partial loss of power or services.
- Repairs to heating and hot water supply.
- Tap which can't be turned on.
- Faulty stair tread or flooring.
- Refix wash basin.
- Leaking roof.
- Loss of or loose handrail or banister.
- Door entry services.
- Extractor units in kitchen / bathroom.

### Routine Repairs

These will be completed within 90 working days or temporary works undertaken until an effective repair can be completed under a planned programme.

- Repair or ease internal windows.
- General repairs to flooring.
- Replace bath, basin, sink.
- Remedy defective plastering.
- Minor kitchen repairs (re-hang door fronts.)
- Renew taps.
- Renew / repair guttering.
- Roof repairs.
- Re-building dangerous walls.
- Replace rotten doors.
- Partial kitchen replacement.

#### 11. Void properties

When leaving a property, tenants are expected to return it to Tamworth Borough Council in the condition in which it was let.

Before you leave your property, Tamworth Borough Council will visit to identify repairs that are your responsibility, and you will be notified of these. If you do not carry out repairs which are your responsibility, you may be charged for the works.

When a property becomes vacant and the keys returned to us, we will instruct our contractors to undertake repairs and improvements to the property to return the property to our lettable standard below:

During the Void period all properties will have:-

- A full electrical inspection by a suitably qualified electrician
- A thorough gas safety check
- Gas & Electric supplies disconnected for safety Ingoing tenants are required to have the gas and electric accounts transferred into your name (s) To do this:
  - Find your supplier and tell them you are moving in.
  - For gas, if you don't know your supplier you can access [www.findmysupplier](http://www.findmysupplier) or call 0870 608 1524
  - [For electric if you don't know your supplier, you can access www.ukpower.co.uk](http://www.ukpower.co.uk) or call 0870 6081524
  - [You MUST put credit on your gas meter before an engineer can turn on your gas supply](#)
  - [Once you have completed the above steps please call 0800 183 0044 for an engineer to attend](#)
- \*
- External paving inspected and made safe
- Have the external structure checked and repaired to ensure that the property is free from water ingress.
- Been cleared of all rubbish internally and externally
- Any non-standard alterations, fixtures and fittings left by the previous tenant left in place if safe, or , replaced with standard fittings if not safe
- Any gas or electrical installations or alterations carried out by the previous tenant removed.
- A thorough clean
- Been inspected to rule out any structural or major defects
- Been checked to ensure it is free from infestation



- Have Artex removed where it is considered to be dangerous
- Be left presentable but may not be decorated
- Be considered for the issue of Decoration vouchers may be given to allow you to decorate as you wish
- Floors left in a safe condition, free from trip hazards and major defects, (floor tiles where replaced may not match existing)
- Stained or damaged floor coverings removed
- (Usually) Carpets removed but gripper rods and thresholds will be left in place
- Any polystyrene ceiling tiles removed
- Plaster to walls and ceilings free from major defect. (Small holes and cracks will be the responsibility of the incoming tenant and should be dealt with as a cosmetic issue when decorating)
- All doors and windows in working order and glazing will be free from damage.
- At least two keys for each door, provided to the incoming tenant, thereafter the tenant will be responsible for obtaining additional keys.
- Fire doors checked for correct fit and operation
- Internal doors in good working order and free from major defects, locks will be removed from internal doors.
- Skirting boards, window boards, architraves and other internal woodwork in place and free from major defect.
- Stair tread, nosings, handrails and balustrades in safe condition and free from major defect.
- Work surfaces that are cleanable and safe for food preparation.
- Functional kitchen cupboards and drawers (in some cases colours and styles of units may not match)
- Baths, toilets, wash basins that are clean, operational and free from major defects, plugs and chains will be in place.
- Tiled surfaces that are intact and free from major defect. At least 1 course of tiles will be used over worktops and sinks.
- Plumbing and heating systems that have been checked, serviced and left in good working order.
- Pipework that is securely fixed
- Washing machine taps, where already in place, will be left in good working order.
- On occasions, planned works (such as replacement kitchens or bathrooms) identified as being needed in the near future. These are not always replaced while the property is empty but a date will be given to the new tenant of when the works will be completed.

On occasions, planned works such as replacement kitchens or bathrooms will be identified as being needed in the near future. These are not always replaced while the property is empty but a date will be given to the new tenant of when the works will be completed.

When the property becomes void, tenants are expected to return the property to Tamworth Borough Council in the condition it was let to them in  
Void turnaround times

Our aim is to turn around void properties as quickly as possible so that they are ready for their new tenants to move in.

The actual time it takes to complete works in a void property will vary based on the value and nature of the works but in general we aim to have all void properties ready for their new tenants within the following timescales which are based on the value of works required: -

- £xx.xx – xx.xx x days
- £xx.xx – xx.xx x days
- £xx.xx – xx.xx x days

## 12. Gas Related Works

The call centre will handle all customer calls related to gas and ensure they are tracked and progressed with the specialist gas contractor accordingly. Tenants should note that:

All work will be carried out on Landlord gas appliances and fittings by a Gas Saferegistered engineer.

- Where a gas system repair is reported that may present a risk to tenants, staff or third parties and it is safe to do so, the system will be isolated at the incoming service point to remove the risk until suitable repairs can be undertaken.
- Rooms with an open flued appliance (i.e. gas fire / back boiler) must not be used for sleeping in.
- The person / tenant responsible for the property shall not use nor permit to be used any known faulty gas appliance.
- A person / tenant carrying out works to a property shall ensure that the safety of the gas appliances and supply is not affected? Unsure on the wording here
- Where there is an escape of gas the person, occupier, landlord or agent shall take reasonable steps to ensure that the escape is minimised or shall immediately inform the gas company. The emergency gas telephone number is **0800 111999**.
- The Council is required to complete an ANNUAL SAFETY CHECK. Gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed and thereafter at least every 12 months by a competent engineer (i.e. Gas Safe registered).
- Tamworth Borough Council have a legal duty to ensure gas heating appliances are maintained and undertake the annual safety check. If access is not provided, Court action will be taken with any costs being recharged to the tenant. It is a condition of the tenancy agreement to allow entry to properties to undertake a gas safety check – this is for the tenant's safety.
- Tenant's appliances: Appliances owned by the tenant are defined as those appliances which the tenant is entitled to take away upon terminating the tenancy. It is not the landlord's duty to have the tenants' appliances tested, however where they are found to be defective then they will be disconnected
- A GAS CERTIFICATE is provided - a copy of the safety check record or certificate is given to the new tenant before the tenant occupies the premises. Also a copy of the new record must be given to the existing tenant within 28 days of the check.
- The maximum penalty imposed in a Magistrates Court for non-compliance with these standards is a fine of £5,000. Tenants should note, that where injury or death occurs due to the noncompliance, an unlimited fine and or custodial sentence can be imposed.
- The Council will also maintain and undertake safety checks for solid fuel and calor gas serviced properties.
- Under no circumstances should tenants seek to carry out major alterations or repairs to the any heating system within their property. This is a breach of the tenancy conditions and is likely to result legal action may be taken. Tenants are only permitted to carry out minor repairs such as bleeding a radiator, tightening a radiator valve or re-pressurising the boiler. ? Video guidance on this is available on the Tamworth Borough Council Website.
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Dealing with frozen pipes and heating breakdowns during cold weather

- Where possible, try and keep your heating on low. If you are experiencing financial hardship then please contact your utility provider direct
- If you are going away then please isolate your water by turning it off at the stop tap, so if the weather turns cold while you are away it will limit any damage if pipes do freeze.

In particular, freezing cold weather can cause boiler condensate pipes to freeze which can prevent the boiler from functioning.

You may be able to thaw frozen condensate pipes without having to log it as a repair by following the guidelines below.

### **Thawing your condensate pipe**

- Use warm water only and pour over the end of the pipe where it is frozen using a suitable container like a watering can
- Hold a hot water bottle, or heat wrap, around the condensate pipe
- Once the pipe has thawed you should reset your boiler by holding in the reset button for 10 seconds and wait for the boiler to re-fire.

### **WARNING:**

- Never attempt to thaw a condensate pipe above waist height, or disconnect the condensate pipe in order to do so
- Never attempt to access the condensate pipe or any other pipework within the boiler
- Beware of ice on the ground that will form from the water you have poured.

If you cannot safely thaw the pipe, or it doesn't solve the problem, please contact us on 0800 183 0044.

## **13. Damp and Condensation**

Condensation and mould can be quite common in the winter months – but the good news is it's really easy to prevent.

Condensation is caused when warm moisture cools down. Moisture in the air in your home can be caused by lots of different things – boiling the kettle, cooking, having a shower, drying your clothes – even breathing! When that warm air cools, it causes condensation which, if you don't dry it up or ventilate your home, could lead to mould.

Tenants are required to properly ventilate and heat your home so that condensation and damp doesn't build up. Failure to maintain your home could result in a breach of tenancy.

Further tips for avoiding condensation and mould

- After you've had a shower or a bath, open the window slightly, make sure the extractor fan is on, if you have one, and wipe around the bath when you're finished
- It's best not to dry your clothes in-doors, but we know that's not always practical. Just make sure you don't put clothes directly over the radiator; it causes moisture and stops the warm air from circulating.

- When condensation forms around your windows, wipe it off with a dry cloth.
- Don't block your radiators or heaters with furniture. The warm air from the radiators helps to dry the moisture in the air
- If you're cooking, put lids on your saucepans
- Don't boil the kettle for too long – it'll produce less steam.
- And if there's one thing you must do – it's make sure you've got your extractor fan on if you have one, if not, please call the Repairs team and we will arrange for one to be fitted?
- Try to heat you whole house rather than just one room

If you follow those few simple steps – it should leave you with damp-free home.

Would TBC look to recharge tenants if repeated repairs (fungicidal washes) are carried out due to living habits? (Needs referral to tenancy management)

### Cleaning the Mould

Once the steps listed have been taken, you should find that the condensation problems reduce, however, any existing mould will not disappear. It will need to be washed off and treated with a fungicidal wash, which is generally available in supermarkets and DIY stores, or you could use diluted bleach. It is important that you follow the manufacturer's instructions for important health and safety information that will enable you to use the products safely. It is your responsibility to clean off any mould growth caused by condensation.

Is my damp caused by condensation?

Not all dampness is caused by condensation, sometimes dampness can be as a result of:

- Leaking internal or external pipes
- Roof leaks caused by broken, missing or faulty tiles, guttering or chimney flashings
- Rising damp because of a defective damp proof course or faulty rendering, mortar joints or blocked cavities.
- Dampness of this nature will often result in a 'tide mark' and can occur at any time of the year.

If you think that your home is suffering from one of the above defects, please phone our repairs call centre on 0800 1830044.

## 14. Electrical Safety

Tamworth Borough Council have a legal duty to ensure the integrity and safety of the electrics. To achieve this Tamworth Borough Council complete an electrical condition report at all properties on a five-yearly cycle, as a minimum. This is mandatory requirement.

If access is not provided, Court action will taken with any costs recharged to the tenant.

Under no circumstances should tenants seek to carry out major alterations or repairs to the any electrical installations within their property. This is a breach of the tenancy conditions and is likely to result legal action may be taken. Tenants are only permitted to carry out minor repairs such as changing bulbs, or resetting a trip switch. Video guidance on this is available on the Tamworth Borough Council Website.

## 15. Fire Safety

Tamworth Borough Council have a legal duty to ensure the safety of our tenants and making sure that our properties are fire safe. Therefore, access must be provided for any fire prevention measures. If access is not provided, Court action will taken with any costs recharged to the tenant.

Under no circumstances should tenants seek to carry out major alterations or repairs to any fire doors or fire prevention measures. These must be immediately reported to the Council.

## 16. Pre and Post Inspection of Repairs

On occasions it may be necessary for the repairs and investment contractors inspector to visit a tenant to assess the required repairs. This is known as a pre-inspection. If required, a pre-inspection will be carried out within five working days of the repair being reported. Before leaving the property the inspector will inform the tenant of the works that will be carried out and by which date the repairs will be completed or provide clear details of the actions that will be taken by the Council as a result of the inspection.

Post inspections are carried out to assess the quality of the works carried out by repairs contractors. If a tenant has a concern regarding the quality of the works undertaken, they may request a post inspection by contacting the Council.

## 17. Planned Improvement Works

Tamworth Borough Council is committed to ensuring that all of its homes meet the requirements of the Government's Decent Homes Standard. This standard will be subject to regular review and consultation.

All homes will be wind and watertight, free from structural defects, free from significant health and safety risks, will have adequate heating and insulation. All properties will have a kitchen that is in a good state of repair and that is less than 20 years old and a bathroom also in a good state of repair and less than 25 years old.

The Council will assess the condition of its homes by using survey data and this will be used as the basis for future planned investment works.

Typical works included in the Capital and Planned Works programme will be the installation of new kitchens and bathrooms, major roofing works and renewals, installation of new heating systems, replacement of windows, electrical upgrades, external decoration and decoration of communal areas.

Each year a programme of works will be produced to reflect the findings of the condition survey but confined by the limitations of the budget available, the programme will generally be confirmed in March/April. The key aim of the programme will be to prevent homes from falling below standard.

Once a home has been identified for inclusion on the programme, the tenant will be informed in writing, the letter will confirm what work is to be done, when the work is due and which contractor has been assigned to complete the work. Contact details for the Assets Team will

also be provided. Due to budgetary constraints it is not possible to add new homes into the programme once it has been agreed.

No planned works will be carried out on any property with a live Right to Buy application pending. When a Right to Buy application is withdrawn the property will be added back into the programme for the following financial year.

### Typical Work

At the moment, typical content for the programmes includes:-

- Kitchen – renewal of base and wall units, worktop, sink, taps, vinyl flooring, electrical upgrade, extractor fans, limited amount of tiling. Decorations are not included.
- Bathroom – renewal of bath, washbasin, toilet, taps, limited tiling over the bath and washbasin.
- Decoration, flooring and fitting of showers are not included.
- Windows – Single glazed timber windows will take priority, followed by single glazed PVCu. Where possible new composite type doors will also be installed.
- Heating – Heating systems will generally be gas boilers with radiators. Priority will be given to heating systems that are in poor condition. Change from storage heaters to gas central heating will be considered a low priority. As we move towards 'Zero Carbon' it is likely that gas heating systems will be phased out in favour of alternative heating sources.
- Decorating/Planned Maintenance – We aim to carry out decoration work every seven years, the work will include the painting of any external woodwork, cleaning and repairs to guttering, painting of communal areas.
- Environmental Works – Items such as fencing will only be included if additional finance is available.

### 18. Disabled Adaptations

If you or someone living with you is disabled, you may qualify for a disabled facilities adaptation that will provide necessary adaptations and facilities to allow you to live safely in your home

Do TBC want to outline requirements for scooter storage in this section?

What is assistance available for?

The works must be necessary and appropriate. This will need to be determined by either an Occupational Therapist or a Trusted Assessor.

It must also be reasonable and practicable to carry out the works – this often depends on the age, condition and layout of the property. Subject to the above, the following are examples of works that may be available.

- Widening doors and providing ramps to give wheelchair access into and around the property.
- Improving access to upstairs facilities, such as installing a stair lift or vertical through the floor lift
- Provision of ground floor facilities, for instance, a shower room, WC.
- Making kitchen work areas more accessible.

Who can apply for adaptation?

You must be a tenant of a Tamworth Borough Council property, even though you may not be the disabled person for whom the works are required.

How much help do I get?

Council tenants are currently not subject to a means test but the maximum value of any adaptations carried out will be £30,000 in line with the mandatory Disabled Facilities Grants.

Who will arrange the work?

Six district Councils in Staffordshire are working in partnership with Millbrook Healthcare. Millbrook will undertake any assessment of needs and agree with you what work is required in your home. Once the work has been agreed they will work with our Repairs & Investment contractor or in some cases a specialist third party to get the adaptation work completed.

How do I apply?

In the first instance you should contact Staffordshire County Council; they will conduct an initial assessment and if appropriate they will forward your details onto Millbrook Healthcare who will then arrange to carry out an assessment. Please note that there may be a considerable waiting list for this type of work.

If the disabled person is an adult the contact number is 0300 111 8010

If the disabled person is a child the contact number is 0800 1313126

Alternatives to an adaptation.

Sometimes it may not be appropriate or possible to adapt a property; in all cases someone will make contact with you to discuss alternative options such as moving into a property that has already been adapted, one that better suits your needs or one that is easier to adapt to meet your needs.

## 19. Complaints (Tell Us)

Tamworth Borough Council is committed to providing best value and the best possible level of service to its customers. We will actively encourage people to tell us about our services. Comments on our services, to pass on a compliment or make a complaint can be made by accessing our Tell Us Service by:

- visiting our website [www.tamworth.gov.uk](http://www.tamworth.gov.uk) and using the 'click to chat' or 'contact us' buttons on our homepage
- Text TELLUS along with your comments to 88020
- Telephone 01827 709 709
- Or write to us at Tamworth Borough Council, Marmion House, Lichfield Street, Tamworth, Staffordshire, B79 7BZ

Tamworth Borough Council will then respond to your service request. If you are raising a complaint the following applies:

If the complaint is about the policy then the Council will respond. If the complaint is about the repair or a related service delivery issue, the Council will instigate enquiries with the relevant contractor who will be expected to provide a response to Tamworth Borough Council in the first instance. Tamworth Borough Council will then formally respond to you with a summary of our findings and any decisions made.. If a customer remains unhappy with the initial Stage 1 response, they have the option to escalate their complaint to Stage 2 of the Tell Us Process. If a complainant remains dissatisfied about with the way the Council is dealing with a complaint it can be referred to the Local Government Ombudsman who may decide to investigate the matter further. However, this must be after the above steps have been completed.

## 20. Customer Satisfaction and Customer Care

Tamworth Borough Council wants tenants to be happy with the service they receive. We collect the views and opinions of our tenants and use this information to identify areas where service needs to be improved.

We collect this information in a number of ways, including postal surveys, telephone surveys and handheld devices used by our contractors.

## Council Consultations

The Council regularly publishes consultations for local residents, business and visitors to get their opinions on a wide range of issues. Details of past, present and future consultation activity can be found on our web site under the Council and Democracy Section or by clicking on the 'Consultations' link. A copy of our complaints procedure is available on request or through our website [www.tamworth.gov.uk](http://www.tamworth.gov.uk)

## 21. Access and Security

### Access

On occasions, Tamworth Borough Council may require access to undertake essential repairs and maintenance. An example of this would be to undertake a gas safety inspections, attend leaks, electrical repairs and fire safety works . Access must be given and is detailed in tenancy agreements and leases.

- Failure to grant access promptly may result in one or more of the following actions:-
- Tenancy could be put at risk by the serving of a notice seeking possession
- A forced entry by a blue light service
- The Council seeking a warrant from the courts to force entry with costs incurred recharged to the tenant
- Specific measures to interrupt utility supplies, such as gas disconnection devices

No repairs or improvement works carried out until access for essential repairs have been completed (i.e. gas service)

### Security

We recognise that the security of residents is essential. All contractors and staff carry identification cards, including Tamworth Borough Councils badge s which should be shown



before they enter any property. If an individual does not have an identification card, they should not be allowed into any property. All identification should bear the person's name, the organisation they represent and their photograph.

## 22. Tenant Alterations and Improvements

### Permission for tenant's own improvements or alterations

If you are a secure council tenant you can carry out improvements/alterations to your home as long as permission has been granted.

We will refuse permission for the following reasons: -

- The work would reduce the value of the property;
- The work would make the property less safe;
- The work would result in additional cost to us;
- Alterations to any heating/hot water system;
- You cannot demonstrate the work will be carried out by suitably competent and qualified persons/contractors and/or there may be a breach of health and safety legislation;
- You are removing amenities within the property that we have provided to make the property suitable for occupants with specific medical needs i.e. removal of level access shower to fit a bath;
- The works are of a structural nature i.e. removal of walls or erection of a conservatory;
- Shared access rights to amenities, services or equipment will be compromised.

Before carrying out improvement or alteration works you will need to: -

- Provide details of proposed alterations / improvements;
- Agree to comply with and special conditions i.e. electrical works must only be carried out by a person/s registered with a recognised certification body and a copy of test certificates must be provided;
- Request details from ourselves of the location of any hazardous materials, if any providing records are available;
- Provide details of any specialist contractors you propose to use for the removal of any hazardous materials etc. You must also supply a copy of any waste removal certificates upon completion.
- Obtain our written consent.
- Apply for planning and building control approval. (Where approval is not required obtain a letter confirming)

To apply for permission

Please email [repairs@tamworth.go.uk](mailto:repairs@tamworth.go.uk) or write with your request for permission to: Tamworth Borough Council, Marmion House, Lichfield Street, Tamworth, Staffordshire B79 7BZ, marking your letter for the attention of the Assets Team.

Before we give you permission we may need to see full plans and / or a specification of what work you plan to do. This must include the following:

- The type of improvement or alteration;

- The name of the person or company doing the work;
- A full specification of the materials that will be used;
- When the work will be carried out.

Sometimes we may need to carry out an inspection before we give permission particularly if the work is likely to disturb or damage any hazardous material.

How long will it take?

We will acknowledge receipt of your letter requesting permission within 5 working days, and we aim to provide a decision within twenty-eight working days of us receiving all the information that is required, but this may take longer if we need to carry out an inspection.

If we cannot make our decision within this time we will contact you and tell you why there is a delay.

What will it cost?

We do not charge tenants to obtain permission for an improvement or alteration, you may incur costs association with statutory permission such as planning consent and Building Regulations approval. If you require any professional services you will have to meet the full cost of these.

You may be charged for putting right any improvements or alterations that do not comply with our requirements; this is set out in the recharges section.

What will happen next?

You must not start any work until you have received our written permission. We will only approve your request after all of the documentation relating to your request and any additional information we have requested has been received.

We will not be responsible for any costs connected with the works you are asking permission to carry out. We will not be held responsible for any damage caused while the work is being done, or for any personal injury or other claims made as a result of you carrying the work out.

Please note you will also be responsible for the cost of removing any hazardous material and providing a copy of the certificate of safety/compliance and any waste transfer notices.

Once you have finished the improvement/alteration you must tell us so we can inspect the work. We can instruct you to remove/put back or make good any improvement or alteration that we have not approved and/or which does not meet our standards. We can also put right the work ourselves and recharge you the cost of this work.

Do you maintain any improvements or alterations I have made?

All improvements/alterations will remain your responsibility to repair and maintain for the first 12 months. However others may remain your responsibility especially if you have installed items with parts that are difficult to obtain.

We will tell you when we give you permission:

- If we will maintain your improvement/alteration subject to the availability of parts;
- If you will qualify for compensation if you leave your property.

After the first 12 months Tamworth BC may inspect the condition of any alterations/improvements and advise if we will take on the future maintenance. If we agree to this it will be confirmed in writing and will be on the condition that once replacements are required, they will be of a type and standard we would normally fit.

For example: A pine or oak internal door that requires replacing would not be renewed on a like for like basis and our standard internal door would be fitted.

Can I get compensation for any improvements I have made?

If you end your tenancy you may be able to get compensation for certain improvements. This depends upon:

- What type of improvement it is;
- When the work was carried out;
- If you have receipts for the work;
- If we gave you permission to do the work;
- It has been properly maintained and is to an acceptable standard;

You must apply for compensation within 14 days of your tenancy ending.

If you are entitled to compensation, we will work out the amount by following Government guidelines.

What if I carried out alterations/improvements without permission?

If the works are sub-standard or do not comply with current legislation or codes of practice that relate to the type of work you have carried out, we will:

- Issue a written notice for you to bring the work up to an acceptable standard within a specified timescale;
- Advise you that a house move or exchange will not be approved while notice is in force;
- Advise you that if works are not brought up to an acceptable standard, we may remove or
- complete the works and you will be liable for all costs involved.

If you complete the works to the required standard, you will be responsible to maintain for the next 12 months.

If the works are up to an acceptable standard and comply with current legislation and / or codes of practice we will:

- Grant retrospective permission;
- Advise that you are responsible to maintain for the next 12 months.

If the works fall into the category where permission would not be granted we will:

- Issue notice to remove the alterations/improvements and reinstate the property to its original
- condition;
- Advise you that failure to do this will put your tenancy at risk;

- Undertake to remove the alterations/improvements and recharge for the costs involved if you
- refuse to carry out the work.

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