



REPAIRS AND MAINTENANCE POLICY (HOUSING)

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Policy author	Roy Catling, Assets and Development Lead Specialist
Policy owner	Roy Catling, Assets and Development Lead Specialist
Approved by	Scheduled for Cabinet May 2022
Risk register rating	Medium
Associated documents	Repairs and Maintenance procedures Rechargeable Repairs Policy Gas Safety Policy Compensation Policy Feedback and Complaints Policy

Revision history			
Version	Date	Revision description	Revision author
0.1	Nov 2021	Draft document created and reviewed	Roy Catling, Assets & Development Lead Specialist; Barb Wilkins, Repairs Senior Specialist
0.2/0.3/0.4	Jan 2022	Formatted and updated in light of initial consultation. Sections on performance and equalities added; refs to C. Plan and other docs linked; legislation updated.	Jonathan Hicks, Performance Specialist
0.5	Mar 2022	Updated in light of comments from CLT and Case Management	Jonathan Hicks, Performance Specialist; Roy Catling, Assets & Development Lead Specialist;

NEW POLICY / POLICY REVIEW	
New policy	YES
Early review – change in legislation	
Early review – significant changes in practice	
Review due – significant changes	
Review due – cosmetic changes or unchanged	
Other reason	
Reason for new policy / summary of changes	
To ensure the accountability for managing repairs and maintenance sits firmly within the new FHDC housing service and we have a clear and consistent policy for staff and tenants	

CONSULTATION	
List of people/roles who have been consulted	Date
Lead Specialists for Housing operations, Case Management and Customer Services; Assistant Director for Housing.	Nov 2021
Senior Specialists for Assets and Major Works, Leasehold Management, Supported Housing and Neighbourhood Management	Nov 2021
Housing Leadership Team	Jan 2022
Strategic Tenants Advisory Panel	Feb 2022
Corporate Leadership Team	Feb 2022
Overview and Scrutiny Committee	Apr 2022

EQUALITY IMPACT ASSESSMENT	Completed	Date
	YES	26/01/2022

DISSEMINATION		
Role	Awareness	Essential
Neighbourhood Surveyors		x
Neighbourhood Officers		x
Case Management		x
Customer Services		x
Independent Living Managers		x
Compliance Specialists		x
Assets & Major Works Surveyors		x

TRAINING		
Role	Trainer	Date completed

MONITORING AND COMPLIANCE		
Method	Responsibility	Frequency

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Introduction

1. Purpose of the policy

- 1.1 Folkestone & Hythe District Council (hereafter referred to as 'the Council') is responsible for carrying out repairs and improvement works to or around Council-owned housing. In addition, the Council's Corporate Plan 2021-30: 'Creating tomorrow together' includes a commitment to deliver a safe and accountable housing service that puts tenants at the heart of everything it does.
- 1.2 The purpose of this policy, therefore, is to set out how we will meet that commitment that through effective management and reinvestment in our stock, with tenant health and safety as a core principle. This policy provides a framework for the delivery of repairs and maintenance services, outlining our key work programmes, commitments and responsibilities.

2. Policy objectives and scope

- 2.1 Through the delivery of this policy, we aim to provide a repairs and maintenance service that:

2.1.1 **Meets high standards of customer service**, by

- Carrying out repairs in one visit where possible
- Arranging flexible appointments to inspect and carry out work where necessary
- Consulting with tenants and leaseholders where needed and possible
- Publishing our planned works programmes

2.1.2 **Ensures properties are repaired to a reasonable standard**, by

- Setting standards for the quality of work of our staff and our contractors
- Carrying out work in accordance with health and safety legislation
- Undertaking quality assurance through the use of pre and post inspections
- Conducting and learning from tenant satisfaction surveys

2.1.3 **Meets our commitments in the Corporate Plan**, by

- Demonstrating compliance with health and safety legislation and best practise
- Scheduling work programmes appropriately and keeping within budget
- Setting and monitoring key performance indicators and targets
- Providing a cost-effective, sustainable service
- Improving the energy efficiency of our properties

- 2.2 This policy applies to all Council-owned domestic properties and communal spaces within the Folkestone and Hythe district. It is structured around our three main areas of activity: **responsive repairs & void works**, **planned works** and **cyclical & compliancy works**. It also covers our legal and statutory responsibilities, which are set out below.

3. Legal/regulatory framework

3.1 This policy is based on our legal obligations as a landlord. The key legislation related to this policy is listed below:

- Landlord & Tenant Act 1985,
- Environmental Protection Act 1990,
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Disability Discrimination Act 1995
- Regulatory Reform (Fire Safety) Order 2005
- Control of Legionella – ACoP L8, INDG 458, HSG 274
- Control of Asbestos at Work Regulations 2012
- Lift Operations and Lift Equipment Regulations (LOLER) 1998
- Electrical Safety at Work Regulations 1989
- The Gas Safety (Installation and Use) Regulations 1998
- Construction Design and Management Regulations 2015
- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Workplace (Health, Safety and Welfare Regulations 1992)
- Health and Safety (First Aid) Regulations 1981
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Control of Substances Hazardous to Health regulations 2002 / The Control of Substances Hazardous to Health (Amendment) Regulations 2004
- Personal Protective Equipment at Work (Amendment) Regulations 2022
- Confined Spaces Regulations 1997

4. Responsibilities

4.1 Tenant responsibilities

4.1.1 The repairs that a tenant is responsible for are defined by the Housing Act 1988 and set out within the [Council's Tenancy Agreement](#). Tenants are therefore responsible for minor repairs inside the home, including fittings, décor and plumbing. Tenants also have responsibility for some external repairs related to their own use, such as maintenance of paths, sheds, aerials, gates and fencing (for fencing see section 29 below).

4.1.2 Tenants are responsible for repairing any damage caused by themselves, their families, pets or visitors. Where this damage causes a health and safety risk to the tenant or other residents, we may carry out the repair and recharge the tenant (see section 7 below).

4.2 **Landlord responsibilities**

- 4.2.1 As a social housing landlord, the Council is responsible for keeping the structure and outside of the property in good repair, including external walls and doors, the roof, drains and gutters and external decoration.
- 4.2.2 The Council is also responsible for ensuring the proper working order of installations for the supply of gas and power, lifts and shared lighting, and adaptations that have been installed by us. We will also maintain fences and gates that serve a clear purpose and where these are identified as being the Council's responsibility.

A repairs responsibility chart can be found at [Appendix A](#)

- 4.3 The Council will not repair or replace a part or item if the tenant has removed it from the property without giving us the opportunity to repair it. For example, a door that needs replacing but has been disposed of by the tenant.
- 4.4 The Council also has no obligation to carry out certain repairs and maintenance work once a property is subject to a Right to Buy Application. We will only undertake repairs relating to gas and electrical supplies being kept safe, heating breakdowns and leaks and keeping the property weather and water-tight.

4.5 **Leaseholder responsibilities**

The Council is responsible for repairing and maintaining the reserved/retained parts any building that has been leased. The specific repairing obligations contained within individual leases differ, however. Therefore, any repair that is required to a leasehold property (including windows or glazing), must first be agreed by the Leasehold Management Senior Specialist, before any works are undertaken. (See also Leaseholder Obligations section 26 below.)

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The policy

5. The Right to Repair

- 5.1 The Secure Tenants of Local Housing Authorities (Right-to-Repair) Regulations 1994 places an obligation on social landlords to carry out some small urgent repairs if they are likely to affect someone's health, safety or security.
- 5.2 Right to repair only includes repairs that cost less than £250. These are described in the regulations as 'qualifying repairs' and must be carried out in within a set time limit. The time limits do not apply if the cost of the repair is more than £250.

Right to Repair timescales can be found at [Appendix B](#)

- 5.3 If the repair is not carried out within set time limits, then the tenant has the right to ask us to arrange an alternative contractor to do the work. If the second contractor does not complete the work within the extra time allowed, compensation may be applicable.
- 5.4 Any award of compensation will be determined by the Assets and Development Lead Specialist and processed in line with the Council's [Compensation Policy](#)
- 5.5 As a registered social housing landlord, the Council has a legal responsibility to ensure its properties are in a good and safe living condition. If we have failed to act on issues that tenants we have been notified about, there may be grounds for a tenant to make a disrepair claim against the Council. All claims must be submitted by a legal representative (i.e. solicitor) and will be processed directly by the Council's legal team.

The process for dealing with disrepair claims can be found at [Appendix C](#).

Responsive repairs and void works

6 Responsive Repairs

- 6.1 A responsive repair is a repair reported by or on behalf of a tenant, and is a repair to something that is already present within or around the property. These repairs are normally something urgent and therefore cannot be planned or included in a longer-term investment programme.
- 6.2 Our aim is to arrange an appointment at the first point of contact with the tenant and complete the repair in one visit, where possible. If the work is being carried out by a contractor, they will contact the tenant directly, to arrange an appointment.
- 6.3 We aim to ensure that all urgent and routine repairs (with the exception of specialist work requiring contact with a third party) are made by appointment with the tenant. Details of [how to report a repair](#) are listed on the Council's website.

7. Rechargeable Repairs

- 7.1 The Council will recover the cost of any repairs that need to be carried out that are rechargeable due to damage, neglect, misuse or abuse by tenants, their family, pets or visitors to their property. Where repairs are not attributed to fair wear and tear they will be treated as rechargeable. Costs recovered will help improve our services and properties which will ultimately benefit our tenants.
- 7.2 We will continually make sure that tenants are aware of their obligations not to damage or neglect their property; this is formally agreed with the tenant when the Tenancy Agreement is signed. Details of the Council's approach to the recovery of costs associated with rechargeable repairs can be found in our **Rechargeable Repairs Policy (TBC)**
- 7.3 Like tenants, leaseholders are also responsible for repairing any damage due to neglect or carelessness caused by them. This includes members of their family, their tenant(s), visitors or pets, or any leaseholder-appointed operatives undertaking works at the property. If damage is identified, we will also recharge the leaseholder under the Rechargeable Repairs Policy.

8. Priorities and response times

8.1 Responsive Repairs

- **Emergency** – We will respond within 24 hours and make safe (including out of hours). This category is used when there is an immediate danger to a person or serious risk of damage to the property. A follow up appointment will be booked if further work is required.
- **Right to Repair** – We will respond within the legislative timeframes. This category is used when the repair being reported is listed within the guidelines. The tenant will be advised at what time and date they should ensure their property is accessible.
- **Routine** – We will book an appointment with the tenant at a convenient time, within 28 working days. Follow-up work may require an additional appointment.

- 8.2 If it is not a Responsive Repair then it may be part of a planned works programme. Further information on planned works can be found at section 22 below.

9. Appointments and times

- 9.1 An appointment will be offered for responsive repairs that are in the 'right to repair' or 'routine' categories and we will endeavour to complete the repair on the first visit. There may be circumstances when this is not possible.

- 9.2 For right to repair issues, there are specific time-frames that need to be adhered to (see [Appendix B](#)). An appointment will be made, which the tenant will be expected to meet. Failure to allow access to Council officers or contractors at the allocated appointment time will mean the right to repair will no longer apply and the tenant will be unable to claim compensation.
- 9.3 Appointments are available Monday to Saturday for the completion of repairs along with pre and post inspections. A choice of a morning or afternoon appointment will be offered, where possible, and the tenant will be advised accordingly. In exceptional circumstances, appointment times may be restricted or altered in order to comply with government guidelines or health and safety concerns.
- 9.4 Tenants must make sure that they, or another responsible adult, is present at the appointed time so that we can access the property and carry out the repair. A responsible adult should remain present at all times whilst the repair is being carried out.

10 Missed Appointments and No Access

- 10.1 When booking an appointment for either a pre-inspection, responsive repair, or post inspection, we will confirm the date and time of the appointment with the tenant at the time of booking and will follow this up with an email or text (unless it's an emergency call out).
- 10.2 If the tenant or other responsible adult is not at the property on our first visit, we will leave a card to let them know we have called. This will be recorded on our system with photographic evidence. It will be the tenant's responsibility to contact us and re-book the repair, unless it is a health and safety issue.

11. Out of Hours Service

- 11.1 The Council operates an Out of Hours service, to deal with emergencies that occur outside of normal working hours. Details of who to contact to report repairs, including emergency numbers are set out on the Council's website, here: [Contact details for repairs](#).
- 11.2 We consider it to be an emergency to be where there is an immediate danger to a person or serious risk of damage to the property, and therefore the tenant must ensure this applies before using this service.

12. Pre-inspections

- 12.1 Some jobs will require a pre-inspection before the repair appointment can be arranged, to establish the extent of the works. These will be where the scope of the job is not known or if the diagnosis given by the tenant is not detailed enough. Such inspections will be carried out by a maintenance surveyor, technical supervisor or a nominated contractor representative at our discretion.

- 12.2 We aim to pre-inspect repairs within 10 working days of the report being received from the tenant. Appointments will be arranged at the time of the repair being reported, where possible.
- 12.3 Such inspections will be carried out by a surveyor or a nominated contractor representative. Repairs will then be issued in the appropriate timescales or if not classified as a responsive repair, referred to the Asset & Major Works Team for consideration to be included onto a planned works programme.

13 Like for Like Repairs and Making Good

- 13.1 If an item is beyond repair and needs to be replaced, this will be on a 'like for like' basis unless there is a more financially viable option. There are occasions where we may not replace on a like for like basis due to a particular item no longer being available or being a more practical solution. This will be discussed with the tenant before the work is carried out.
- 13.2 If we have to replace a part to a tenant's kitchen or bathroom, we will try to make sure it matches with what the tenant already has. However if this is not possible, we will endeavour to provide the nearest possible match. We will not replace all of a tenant's kitchen units or bathroom suite in the event that an exact match is not available.
- 13.3 'Making good' means that after completing a repair we will also prepare the surface immediately around the repair so that it is ready to be decorated, for example after there has been a leak, or where a component has been replaced.
- 13.4 We will not be able to 'make good' if the tenant has covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate or another finish.
- 13.5 Where damage to decor has occurred and this is not the fault of the Council or its contractor(s) the tenant will be responsible to claim from their home contents insurance (see section 30 below).

14. Tenant Improvement Works

- 14.1 Tenants have the right to make certain improvements in the property, with written consent from the Council. For example, a new kitchen or bathroom. However this does not include external decoration, or additions to installations, fixtures and fittings in the property. We will not unreasonably withhold consent but will make it conditional upon the work being carried out to a reasonable standard.
- 14.2 In deciding whether to give consent for improvements, the safety of the property for its occupiers will be considered, along with any expenditure that we may incur, as well as the impact on the value of the property. Failure to seek our consent or to

comply with any conditions will be a breach of the tenant's obligations under their tenancy agreement.

- 14.3 In addition the tenant will be required to reimburse the Council for any expenditure it may incur in carrying out repairs to the property as a result of the tenant failing to obtain our consent or failing to carry out the works in accordance with the Council's conditions or other statutory requirements.
- 14.4 Tenants are responsible for maintaining any fixtures / fittings they have installed themselves. We will not maintain items left by previous tenants and may remove them as an alternative to repairs unless we have agreed to do so.
- 14.5 We retain the right to recover costs of removing fixed floor or wall coverings from tenants who have installed them, on their departure from the tenancy when the property becomes void.

15. Inherited Improvements

- 15.1 An 'inherited improvement' is improvement work that has been carried out by a previous occupant, which the new tenant has the option of accepting when they move in.
- 15.2 If a new tenancy starts, (e.g. through a succession, assignment or mutual exchange agreement,) and the new tenant accepts the inherited improvements in writing, they will be responsible for all repairs, maintenance or replacement of the improvement in the future.

16 Quality Assurance / Post Inspections

- 16.1 We aim to conduct post-inspections on 10% of all responsive repair works carried out by our contractors. The 10% will be selected at random. Further inspections may be carried out where a concern regarding the work has been raised by the tenant or neighbourhood officer.
- 16.2 It is important in all cases that tenants allow us access to their property to post inspect the repair after completion.
- 16.3 For void properties, planned programmes or cyclical works, we will post-inspect to ensure that work has been carried out to a high quality and to monitor value for money.

17 Mutual Exchanges

- 17.1 Prior to agreeing a mutual exchange, a property inspection must be undertaken by a neighbourhood officer and a surveyor to determine any repairs that will need to take place before the exchange, in addition to the gas and electric check.

17.2 Both parties will be notified in writing by their neighbourhood officer, prior to the exchange of their responsibilities. With regards to repairs, both will receive notification of any planned works scheduled for either property.

17.3 As soon as a new tenant has moved in, no routine repairs will be undertaken, other than those agreed in writing, for a period of one year, except if the repair is an emergency or a health and safety priority.

18 Minimising Loss

18.1 Tenants have a responsibility to minimise or avoid loss that may be suffered as a result of disrepair. For example, if experiencing water penetration or damp, the tenant would be expected to move items of furniture and /or possessions away from the affected areas so they do not get damaged.

18.2 The tenant also has responsibility to inform the Council of any repair issue that may need attention so as not to incur more damage within the property. For example, by not reporting a leak, and it damages the fabric of the building.

19 Tenant liabilities for damage to adjoining properties

19.1 If a tenant, (including members of the tenant's family, visitors and/or pets) has caused damage to an adjacent property, the tenant is responsible for the cost of repairing the damage. This includes instances where the damage caused is accidental. This is part of the conditions of tenancy. The tenant must use their own insurance or make other arrangements to pay the costs directly to their neighbour.

20 Void (empty) property repairs

20.1 Void works or void repairs are terms used to cover all works required to bring an empty property to a re-lettable standard before a new tenant moves into the property. This could either be: a new or improved property, a tenant that has given notice, an abandoned property, or a property becoming vacant following the death of a tenant.

20.2 We recognise the importance of re-letting empty properties as quickly as possible and inspect all our properties before a tenancy is surrendered, when notice is given or a transfer is proposed. This allows us to identify works that are needed and the responsibility for those works and associated costs.

20.3 All void properties will undergo a gas and electric safety check prior to re-occupancy.

21 Contractors

- 21.1 The Council will engage contractors for all responsive repair work, and for planned maintenance, improvement works and cyclical programmes.
- 21.2 Contractors will be procured in accordance with the Council's Contract Standing Orders and associated procedures. Wherever possible, tenant input will be sought on all major contracts.
- 21.3 All successful contractors will have demonstrated adequate third party insurance and compliance with all statutory regulations.

Planned works

22 Planned works programmes and maintenance

- 22.1 Planned Works are those which are carried out when a component of the property (e.g. a kitchen, a roof, a boiler) has reached the end of its estimated lifecycle and needs replacing.
- 22.2 In addition to information held on our systems, information obtained from Stock Condition Surveys and works identified by the responsive repairs team are also used to create planned works programmes. Disabled adaptations are also included in our planned work programmes.
- 22.3 We plan our programmes of improvements to ensure that they meet the expectations of our tenants and look to renew certain aspects and component parts of our properties that have, or are reaching, the end of their useful life.
- 22.6 All works carried out as part of a planned work programme are covered by a defects liability period. This will start from the date of completion and usually the defects liability period is 12 months for building repairs and 12 months for electrical or mechanical works. These works will be carried out by the original contractor and will not be reported to the day to day repairs team.

23 Disabled Adaptations

- 23.1 The purpose of disabled adaptations is to modify existing environments in order to restore or enable independent living, privacy, confidence and dignity for our tenants and their families. It is not just a matter of adapting housing stock, but providing an individualised solution to the problems of people experience a disabling environment.
- 23.2 Minor, low-cost aids may be referred straight to the repairs team, like handrails and lever taps. However, larger adaptations work like installing stair lifts, ramps or replacing a bath with a shower need to be agreed with an Occupational Therapist and the Council's Disabled Adaptations Surveyor. Options and recommendations will be discussed with the tenant.

23.3 Details of our approach to disabled adaptations can be found in the Council's **Disabled Adaptations Policy (TBC)**

Cyclical and compliancy works

24 Cyclical and compliancy works

24.1 Cyclical works are those that are carried on a periodic timeframe (e.g. external redecorations and servicing) and Compliancy is a term used to describe maintenance works and repairs which are required to meet any regulatory, legislative or Health & Safety requirements (e.g. Gas servicing, Legionella, Fire Protection, Stair Lifts etc.)

24.2 The Council is responsible for managing the maintenance, repair and servicing of the components detailed as follows:

- Passenger Lifts
- Stair Lifts
- Water Hygiene and Legionella testing,
- Disabled Adaptation equipment that we have installed
- Fire detection and extinguisher servicing
- Emergency Lighting
- Dry Risers
- Lightening Conductors
- Water Pumps
- Sewage Pumps
- Access Control Systems (Door entry & Automated Gates)
- Warden Call
- Communal Aerials
- Ventilation (Fans & ASHP)
- Gas safety servicing (see below)

25. Gas Safety Checks

25.1 Every year, by law, the Council must ensure all gas appliances and flues fitted by the Council are maintained in a safe condition by carrying out an annual gas safety check. These checks are recorded and tenants are be given a copy of that record.

25.2 Every tenant must give access to our contractor to carry out the annual gas safety checks. The gas servicing team will follow the Non Access Procedure should access not be granted. Any associated costs incurred with obtaining court authorisation to enter the property will be recharged to the tenant such as warrant and gaining entry.

25.3 Details of our approach to managing gas safety and conducting annual checks are set out in the [Council's Gas Safety Policy](#)

26 Leaseholder Obligations

26.1 The Council is responsible for keeping common parts of leasehold properties in a good state of repair such as:

(i) **The Structure:**

- Roofs, drains, gutters and pipes on the outside of the home
- Outside main entrance doors (but not the front doors of individual flats)
- Window frames and sills (not including glass)

(ii) **Communal areas:**

- Path and steps (back and front)
- Stairs and landings

(iii) **Installations, fixtures and fittings:**

- Shared water pipes, water tanks and gas pipes and electrical wiring
- Light fittings in shared areas and block security lighting
- Controlled door entry systems
- Lifts

26.2 Leaseholders are responsible for:

- All repairs and decorations to the inside of the property, including front door, glass in windows and all fixtures and fittings.
- Any damage to the common parts and services caused by the leaseholder, members of the household, visitors or pets.

26.3 The Council will invoke the **Rechargeable Repairs Policy (TBC)** if there is evidence that damage is the fault of a leaseholder or their household or visitors but refuses to take action.

27 Garage / Parking Space Repairs

27.1 Tenants must not materially alter the structure of a garage, or alter the posts or chains of a parking space. However tenants are permitted to add reasonable security measures to a garage. We will keep the roof, door, main walls and timbers in reasonable repair.

27.2 In all instances of termination garages should be left in the same good condition in which they were let. This means that no graffiti or unreasonable damage should be left unrepaired.

27.3 In instances where garages fall into disrepair to the degree that it is not economical for us to repair the garage, the licence will be terminated. We may also offer the tenant the option of transferring to a nearby garage if suitable vacancies are available.

27.4 Tenants must take out their own insurance for garage contents.

28 Damp and Mould

- 28.1 The main cause of mould in homes is insufficient heating, lack of ventilation and lifestyle issues; this comes at a great financial cost to the Council as a landlord.
- 28.2 Where we have identified that condensation is the cause of reported damp and mould, information and advice will be provided to the tenant and remedial work will not be carried out until improvements are made by the tenant. This will be monitored by the tenant's neighbourhood officer.

29 Fencing

- 29.1 The Council has no statutory responsibility to provide fencing to tenants. Fencing repairs and replacements are the responsibility of the tenant.
- 29.2 We will only undertake fencing replacement in the following circumstances:
- If the fence backs on to an alleyway or footpath
 - Where the Council has a responsibility to maintain land, i.e. communal areas
 - Where the property is empty and we undertake a repair / replacement before it is re-let
- 29.3 Replacing and Repairs to gates including hinges and latches are the responsibility of the tenant. If the fence is beyond repair and requires complete replacement, this will also be the tenant's responsibility to replace.
- 29.4 In order to support tenants that are elderly, have a disability and/or have a particular vulnerability, we may agree to carry out fencing repairs on their behalf. Requests will be considered and agreed at the discretion of Assets and Development Lead Specialist.
- 29.5 Tenants with an active Right-to-Buy application will not be entitled to receive any assistance with fencing repairs or replacements.
- 29.6 Where hedges and/or shrubs provide a boundary line to properties, these are the responsibility of the tenant to maintain and keep in order. Walls that provide a boundary to properties are the responsibility of the Council to maintain.
- 29.7 A tenant can request that we undertake fencing repair work on their behalf, with the full cost being recharged to the tenant. This cost must be paid in advance of the works being undertaken.

30 Insurance

- 30.1 Tenants are responsible for any damage caused by their own neglect or carelessness, or by a members of their family, visitors or pets. Tenants are also responsible for any loss or damage to their home due to theft, flooding or accidental damage; this includes damage caused to another property, for example, caused by flooding from their property.
- 30.2 Tenants should therefore ensure that their home and its contents are insured. The Council actively promotes its own [home contents insurance scheme](#), otherwise a tenant can make their own insurance arrangements. However, this should, as a minimum, match the standard provided under the Council's scheme.
- 30.3 Tenants who rent garages must also ensure there is adequate insurance for the contents of the garage to cover any potential loss or damage.

31 Zero Tolerance

- 31.1 The Council has a zero tolerance of any abuse directed at any of its staff or contractors by tenants and/or their visitors. All tenants and their visitors are expected to treat all staff with respect and dignity. This means that tenants must refrain from behaving in a way that is aggressive, threatening, abusive, or insulting. Tenants must not engage in any behaviour, intentional or otherwise, that constitutes harassment or discrimination.
- 31.3 We reserve the right to take reasonable measures to protect staff from such behaviour where appropriate, including suitability for tenancy. We also expect our contractors to comply with the Council's code of conduct at all times.

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Key Controls and reporting

32. Performance Monitoring

- 32.1 Feedback from our tenants on the quality of the service they receive is important in helping us to evaluate and improve the service. Customer satisfaction surveys will be carried out following the completion of a repair, as well as larger scale periodic perception surveys. Feedback from these surveys will be used to gauge overall tenant experience and help shape future service improvements.
- 32.2 We also recognise that sometimes we get things wrong and our tenants may wish to make a complaint to us or one of our contractors. Learning from complaints is key part of improving the tenant experience as well as an opportunity to make things right where we have fallen short. Details of our approach to dealing with complaints can be found in the Council's [Feedback and Complaints Policy](#)
- 32.3 To ensure that we continue to provide a high quality service, we monitor the key areas of responsive repairs, planned and cyclical maintenance, and building safety compliance through a range of key performance indicators. Performance data will be shared on a regular basis with the Housing and Corporate Leadership teams, and with Council Members and tenants, as required. Regular [performance reports](#) will also be made available on our website.
- 32.4 This policy will be checked on an annual basis, or where necessary, in line with changes in legislation or best practice. Minor changes may be made with the approval of the Director of Housing and Operations and the Cabinet portfolio holder for housing and special projects. The policy will be subject to a formal review and approval by Council Cabinet at least every 3 years.

33 Equality and Diversity

- 33.1 An Equality Impact Assessment has been carried out to determine whether this policy could have an impact on any member of staff, tenant or contractor, which unfairly discriminates or disadvantages them in the context of the Equality Act 2010. There are no issues identified within this policy that could have a negative impact upon any protected characteristic.
- 33.2 The policy is intended to have a positive impact, particularly in relation to the disabled adaptations service, which aims at improving tenants' accessibility in and around their homes. In addition, provision has been made to consider a person's vulnerability and individual circumstance when decisions are made to undertake and/or recharge for repairs. Further details of this are contained with our **Rechargeable Repairs Policy (TBC)**. Overall, the intention of the policy is to ensure that we are dealing with all our tenants in a fair and consistent manner.

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Appendices

Appendix A: Repair Responsibility Chart

Repair		Responsibility	
		Council	Tenant
Boundaries	Fences, walls and gates dividing or otherwise which do not form boundaries to Public Highways and/or Public Footpaths		✓
Boundaries	Fences, walls and gates that form boundaries to Public Highways and/or Public Footpaths	✓	
Boundaries	Establish and mark boundaries for our properties	✓	
Condensation	Advice and assistance available from us upon request)		✓
Doors	Internal door(s), frames, handles, latches, locks and draft proofing		✓
Doors	Internal door operation and adjustment (where existing)		✓
Doors	Fire doors	✓	
Doors	External door, frame or lock repairs following a break in (if a crime number isn't provided)		✓
Doors	External door operation and adjustment, frames, locks and ironmongery provided by us	✓	
Doors & Windows	Cleaning, lubrication and basic upkeep and maintenance		✓
Electrical	Fuse box, wiring, sockets and light fittings	✓	
Electrical	Equipment or circuits not owned or installed by us		✓
Electrical	Light bulbs, plugs and fuses		✓
External	Roof, chimney stack, guttering, rainwater goods, fascia's, soffits	✓	
External	Pathways and hard standings to dwellings, outbuildings and garages provided by us	✓	
Finishes	Seals and tiling around bath, basin, worktops, etc., where provide by us	✓	
Finishes	Internal decoration		✓

Repair		Responsibility	
		Council	Tenant
Floors	Loose floor coverings, fitted carpets, laminate flooring, etc.		✓
Floors	Floorboards, sub floor or tiling provide by us (except for damage due to neglect or misuse)	✓	
Gardens	Maintenance, removal and disposal of vegetation		✓
Glazing	Defective or broken glazing (except for damage due to accident or misuse)	✓	
Heating	Chimney sweeping open fires and Tenants own appliances		✓
Heating	Heating systems, radiators, thermostats, timers, etc. installed by us	✓	
Heating	Chimney sweeping for a Folkestone & Hythe District Council provided solid fuel heating system	✓	
Infestation	Vermin, rats, birds, squirrels (not due to tenant neglect)	✓	✓
Infestation	Insects, ants, wasps, fleas, bed bugs		✓
Insulation	Loft, cavity wall, pipes and cylinder jackets	✓	
Kitchen	Cookers/ovens gas or electric installation including any required modifications to kitchen		✓
Kitchen	Kitchen units and worktops (except for damage due to neglect or misuse)	✓	
Plumbing	Taps, gate and wheel valves	✓	
Plumbing	Toilet seat re-fix or renew, plugs and chains to baths and sinks		✓
Plumbing	Water service pipes, tanks and overflows	✓	
Plumbing	External taps		✓
Plumbing	Blocked waste pipes or traps within the property (except for flats or when caused by a defective system)		✓
Plumbing	Toilet pan and cistern, baths and showers provided by us	✓	
Plumbing	Soil vent pipes, drains and chambers	✓	

Repair		Responsibility	
		Council	Tenant
Rubbish	Rubbish and debris clearance and disposal from property, land or garage		✓
Safety	Staircase, banisters and handrails (except for damage due to neglect or misuse)	✓	
Safety	Gaining entry where locked out including repairs as the result of gaining access		✓
Safety	Keys for window locks provide by us	✓	
Safety	Asbestos testing, assessment and removal where posing a risk	✓	
Safety	Door Entry Systems provided by us	✓	
Safety	Window safety restrictors above ground floor to child's bedroom	✓	
Safety	Keys for doors		✓
Safety	Additional door locks, chains and viewers		✓
Safety	Smoke alarm battery replacement		✓
Safety	Window safety restrictors to ground floor or rooms other than Childs bedroom		✓
TV Equipment	TV aerials, satellite dishes and telecommunications equipment		✓
TV Equipment	Communal TV aerial systems provide by us to flats and maisonettes	✓	
Utilities	Electricity and Gas supplies from the meter	✓	
Utilities	Electricity and Gas meters and supplies to the meters		✓

Appendix B: Right to Repair timescales

Defect	Prescribed Period (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31st October and 1st May	1
Total or partial loss of space or water heating between 30th April and 1st November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached bannister or hand rail	3
Rotten timber flooring or stair tread	3
Door entryphone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

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Appendix C: Disrepair claim process

