

6. REPAIRS, DECORATIONS, ALTERATIONS & IMPROVEMENTS

The Association aims to provide a quick and efficient repair service. You must report any need for repair which is the Association's responsibility. ALL DEFECTS MUST BE REPORTED TO PETER KNOX, PROPERTY SERVICES OFFICER IMMEDIATELY A TENANT BECOMES AWARE OF THEM.

Any such request will then be categorised for action in the following ways:-

1. **Emergency Repairs** – To be completed within 24 hours.

These are repairs and defects which immediately endanger the health, safety and welfare of tenants or the general public, or could cause serious damage to the fabric of the building. Examples include:-

- Serious fires
- Electric faults
- Burst pipes
- Blocked main drains (not waste pipes)
- Dangerous walls, ceilings or chimney stacks
- Storm, bomb or vandal damage

If you have to contact the Fire Brigade or gas or electricity boards, you must advise the Association as soon as possible. You may need to contact the water or electricity boards at night or during the weekend in an emergency (see Useful Addresses). You will have to pay for any work carried out which is not essential.

2. **Urgent Repairs** – To be completed within 4 working days.

These are repairs affecting the comfort and convenience of tenants. Examples include:

- Loss of hot water supply
- Loose or missing roof tiles
- Defective plumbing (including waste pipes and sanitary fittings)
- Defective light fittings or electrical sockets/switches
- Faulty radiators

3. **Non-Urgent Repairs** – To be completed within 20 working days.

These are repairs or faults which do not cause major inconvenience to tenants or staff, or damage to the fabric of the building. Examples include:

- Repairs to damaged window frames
- Patching and repairing internal plasterwork
- Repairing downpipes and eaves gutters

4. **Programmed Repairs**

To be completed over a period of time as part of a planned maintenance programme. These include repairs where the health, safety, comfort and convenience of tenants are not affected.

The following is a list of the Association's cyclical maintenance responsibilities:-

- External Repainting – Every five years.
- Specialist Equipment – As per manufacturers requirements.
- Fire Alarms (where applicable) – Quarterly.
(This does not include stand alone smoke detectors)
- Emergency Lighting (where applicable) – Twice a year.
- Gardening/Landscaping – April to October.
- Thermostatic Mixing Valves (where applicable) – Twice a year.
- Periodic Electrical Inspections – Every ten years and at each change of tenancy.
- Oil Fired Central Heating – Annual.
- Gas Installation – Annual mandatory inspection and service and at each change of tenancy.
- Drains and Gutters – Every two years.

THE PROPERTY SERVICES OFFICER WILL INFORM YOU IN WHICH CATEGORY THE REPAIR HAS BEEN PLACED.

HOW DO I REPORT A REPAIR?

You can telephone the office, call in, write or email the Association.

You should ask to speak to the Property Services Officer or Housing Support Officer.

In the case of an emergency, outside of normal office hours, please telephone the Telecare service on

0800 7313081 (free phone number) who will make the necessary arrangement on behalf of the Association.

ACCESS

When reporting a repair you must tell us when you will be at home. We will then arrange for our workmen to call and carry out the repair.

Always ask to see some proof of T.H.A. identity. Staff have a personal identity card. Council, gas and electricity board officials have similar cards.

IF THE REPAIR IS NOT DONE

We try to deal with all repairs quickly. Sometimes we may be busier than usual (for instance after bad weather).

If your repair is not done within a reasonable time you should contact the office outlining when you first reported the repair.

RIGHT TO REPAIR

The Association operates a Right to Repair scheme which is a Citizens' Charter initiative, the object of which is to ensure that Housing Association tenants have urgent, minor repairs which might affect their health, safety or security completed quickly by the Association's contractors at no cost to themselves. For a repair to be considered a 'Qualifying' repair it must be assessed to be either an emergency or urgent repair by the Association's Property Services Officer and cost no more than £250 to complete.

Some repairs may need to be inspected before a decision can be made. In such cases the Right to Repair scheme will not apply until an inspection has been carried out.

Repairs that are assessed as 'routine' will NOT be covered by the Right to Repair scheme. However, if a repair that was initially designated as routine (to be completed within 28 working days) is subsequently upgraded by the Association's Property Services Officer to either urgent or emergency, the conditions of the scheme will apply.

Other circumstances where Right to Repair will NOT apply are:

- Where the tenant has told the Association's maintenance department they no longer want the repair to be carried out.
- Where the tenant has failed to provide reasonable access details for the contractor.
- Where the tenant has failed to provide reasonable access for an inspection of the repair to be carried out.
- Where the repair is not to a dwelling house.
- Where there is genuine difficulty in completing the work due to factors outside the control of the Association or our designated contractor, for example, severe weather or unavailability of parts.

If the reported repair is deemed to be a qualifying repair the box marked 'Qualifying Repair' will be ticked on the Association's Works Order forwarded to each tenant. The name of the contractor carrying out the repair and the last date for the work to be completed will also be identified on the Works Order.

Qualifying repairs are those, which the Housing Association is obliged to carry out as part of its landlord responsibilities. They do not include cases where the Housing Association is not compelled to carry out the repair because the tenant has failed to comply with an obligation imposed upon them under the terms of the Tenancy Agreement, e.g. by causing a drain or a pipe to be blocked.

If the Association fails to meet its repair time targets (24 hrs for emergency and four working days for urgent), the tenant or tenants may be entitled to an initial sum of compensation. This will be £10.00 for the first day the repair is outside its target time with further sums of £2.00 per day for each day that a repair remains outstanding. The maximum amount payable under the Right to Repair scheme is £50.00. If a qualifying repair is not carried out by the last date of completion, tenants must inform the Association's Property Services Officer.

Tenants are NOT permitted to employ their own contractor to carry out work and then send the Association the bill. It is the sole responsibility of the Association to carry out repairs to properties.

If you believe you have been unfairly treated under the 'Right to Repair' scheme please refer to the Association's complaints procedure detailed in Section 19 of this Handbook.

For further information on this scheme please contact your Property Services Officer.

TENANTS COMPENSATION FOR IMPROVEMENTS

The Association gives all its secure tenants in good standing the right to improve accommodation with its written consent. The Association, subject to the terms and conditions outlined below, will also provide compensation for tenants who have paid for improvements but leave before they gain the full benefit of the investment.

Qualifying Improvements and Consent.

To qualify for compensation under the scheme the improvement must be on the list of eligible items listed below and must have received written approval from the Association's Housing & Development Manager prior to works having been carried out.

- ◆ Retrospective consent may be granted provided the work was not completed before the introduction of this scheme (July 2001).
- ◆ The Association can impose certain conditions relating to design and materials. The Association's Property Services Officer must also be given three working days written notice of the commencement of works. All contractors appointed to carry out work must be on the Association's List of Approved Maintenance Contractors. A list can be supplied on request. All work must be carried out to the applicable British Standard.
- ◆ The improvements must have materially added to the property. The Association may also withhold consent if the proposed improvement could create future letting problems, unacceptable nuisance or annoyance to neighbours, detract from the general appearance of the property or development or create health and safety problems.
- ◆ Repair works or the provision of luxury items do not qualify.
- ◆ Tenants must retain all receipts with regard to labour and materials as well as details relating to start and completion dates.
- ◆ Any claim must be lodged during the last 28 days of the tenancy or 14 days after the tenancy ends. For a full claims timescale and process see Pages 27 & 28 of this document.
- ◆ In making payment under a joint tenancy, should one of the qualifying persons not be traced, payment will be made to the other qualifying tenant. It will be up to the missing tenant to recover his/her share from the other.

NOTE: The scheme excludes security measures.

Calculating Compensation

Compensation is not payable for professional fees, statutory approvals or the tenant's own labour. Any financial assistance from the public purse which contributed to the cost of the improvement is deducted. The net cost of the improvement is depreciated on a straight line basis (see below). The lower threshold is £50 per improvement while the upper claim is £3,000 per item. The Housing Association may make adjustments if it considers that:

- a) the initial cost outlay by the tenant for the improvement was excessive;
- b) the improvement was of a higher standard than the Association would normally install;
- c) the improvement had deteriorated at a greater or lesser rate than normal wear and tear;

d) the Association had incurred excessive inspection and administrative costs in connection with the improvement.

Any sums which the outgoing tenant owes the Association (e.g. rent/heating arrears or recoverable charges) may be deducted from any compensation payable.

Tenants may appeal a decision following the Association's internal complaints procedure which is detailed in Section 8 of this Handbook. Where a tenant has a complaint of injustice as a result of misadministration and the Association's own complaints procedure has been exhausted, he/she may ask the Department for Social Development to investigate. If following the Department's investigation of the complaint, the tenant is unhappy with the way in which the investigation is handled he/she may, through an MP, refer the case to the Parliamentary Ombudsman for Northern Ireland.

The Association's Property Services Officer will carry out a post inspection of any work. If acceptable the Association will become responsible for maintenance.

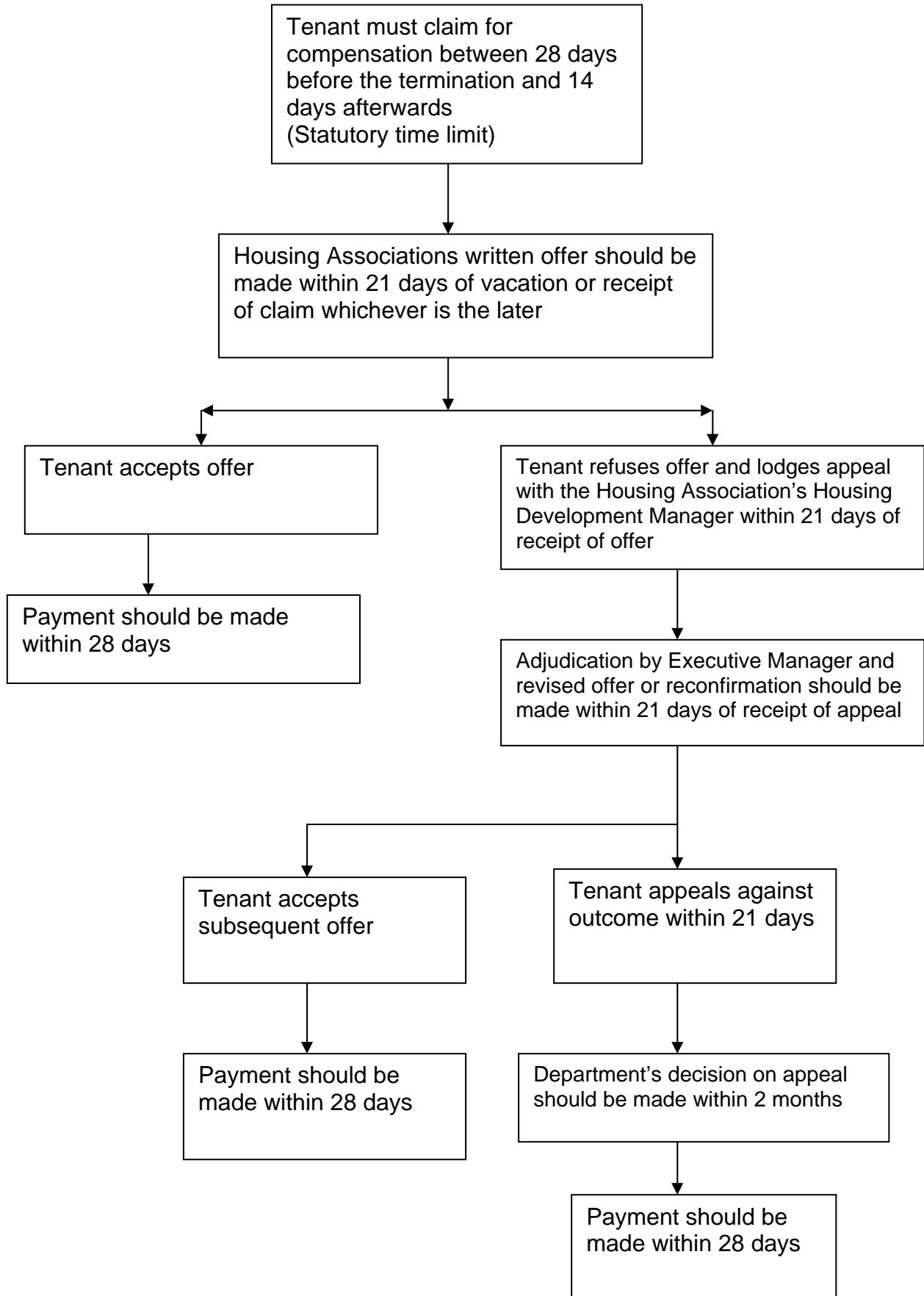
The Association cannot increase the tenant's rent as a result of the improvement. However, when the tenancy ends and the property is re-let, the rent level can be increased to reflect the additional amenity for the incoming tenant.

For further information on this scheme please contact your Property Services Officer.

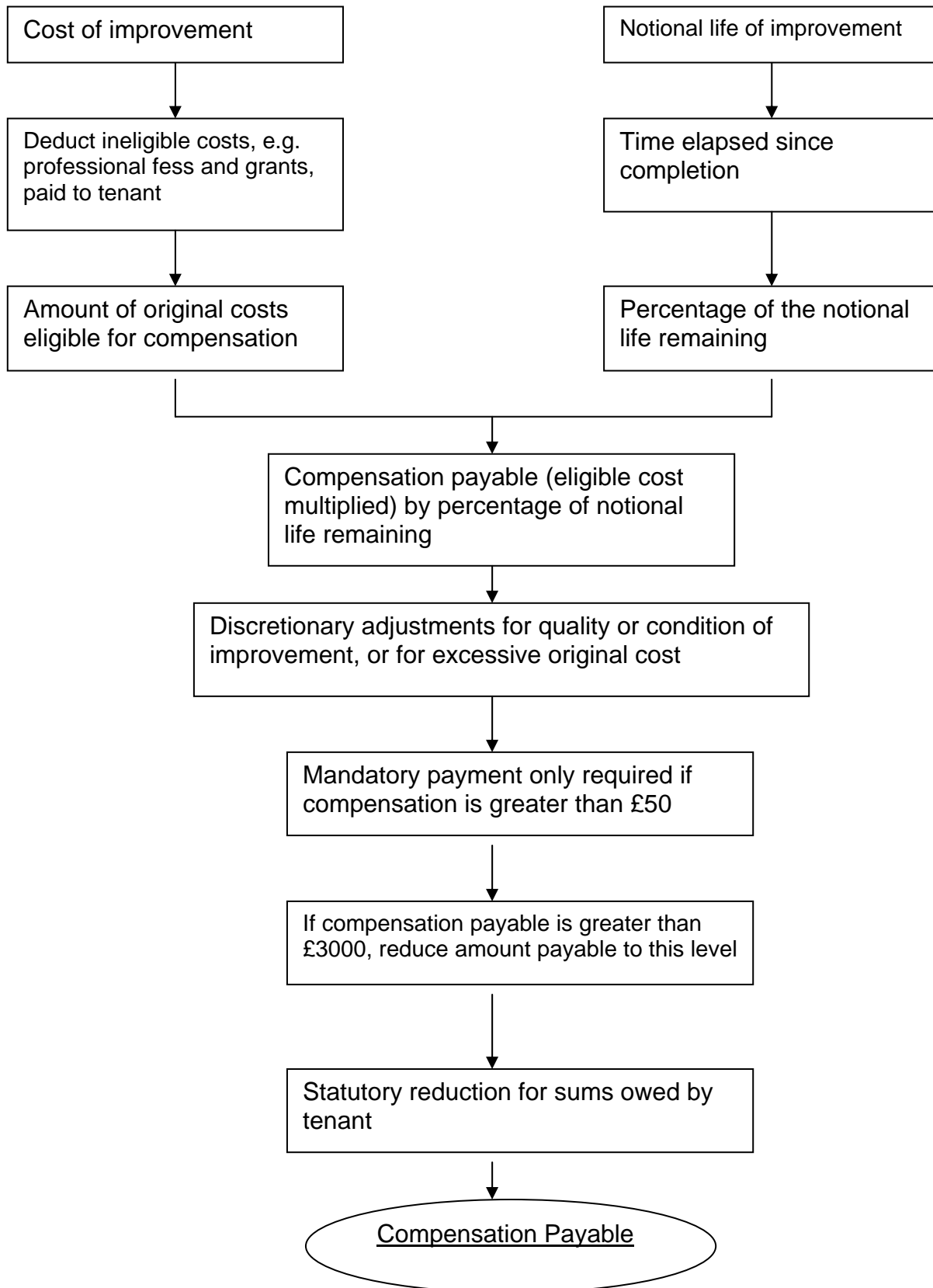
QUALIFYING IMPROVEMENTS AND NOTIONAL LIVES

IMPROVEMENT	NOTIONAL LIFE
Bath: Cast Iron Pressed Steel	35 25
Shower: Re-instore, Acrylic or Ceramic Fibreglass	20 15
Toilet	25
Kitchen sink	20
Storage or cupboards in bathroom and kitchen	15
Space or water heating	15
Thermostatic radiator valve	25
Insulation: Pipes Water tank Cylinder	35 15 15
Loft insulation	35
Cavity wall insulation	35
Draught proofing of external doors or windows	N/A
Secondary glazing	30
Single glazing window replacement	30
Rewiring	30
Provision of power/light fittings (including smoke alarm detectors)	10
Security measures	N/A

CLAIMS AND APPEALS PROCEDURE



CALCULATING COMPENSATION PAYABLE



DISABLED ADAPTATIONS

The Association assists the accommodation needs of people with physical disabilities in a number of ways. For example:

- The Association's design brief for new build housing incorporates lifetime homes standards. Accessibility criteria is incorporated into all refurbishment schemes.
- The Association works in collaboration with all statutory and voluntary agencies associated with any existing or prospective tenant.
- The Association promotes independence within a value for money assessment.
- The Association arranges and through the Department for Social Development funds works approved or recommended by an Occupational Therapist on a persons behalf.
- The Association commits itself to good communication with the tenant. Within this document timescales and service expectations with regard to disabled adaptations are clearly established.

Procedure

- On receipt of a report from an Occupational Therapist adaptation works will be classified as minor and/or major by the Association's Property Services Officer. Unfortunately the Association can only carry out work requested by an Occupational Therapist.
- Examples of minor works include level deck showers, external ramps and handrails. Essentially works that do not require planning permission.
- Major work includes car ports, extensions to existing property, extensive internal redesign, passenger lifts etc.
- Minor Works – the Association will implement works within three months of receipt of a report from an Occupational Therapist.
- Major Works – the Association will commence works within 12 months of receipt of a report from an Occupational Therapist.
- The Association will provide one point of contact for the tenant (Property Services Officer) who shall be responsible for all aspects of the process. The HDO will write to the tenant at the outset of the request for adaptation and clearly outline the process and the time-scales for the work proposed. These will be consistent with this policy and procedure.
- Tenants undertaking self funded work relating to disabled adaptations must obtain the Association's written consent to such works. This consent will be conditional upon the work being carried out to the latest British Standard. All planning and building control regulations must all be implemented.
- Should the Association carry out works of a major nature it may under the terms of the Tenancy Agreement move a remaining joint tenant on with alternative

accommodation being offered as the accommodation was designed for a physically disabled person and there is no longer such a person living there.

For further information on disabled adaptations please contact your Property Services Officer.

GARDENS

You are responsible for keeping yards and front areas tidy and for the cultivation and maintenance of gardens. If you live in a flat, you should arrange with the other tenants who is responsible for each aspect of gardening.

Where gardens are not maintained by the tenants the Association MAY undertake this work and cover the cost with a service charge.

REDECORATION ALLOWANCE

When a repair has been carried out to your home, which substantially disturbs the internal decoration, an allowance will be payable to assist in redecoration. This also includes redecoration following rehabilitation. The allowance is payable following completion of the redecoration, although special arrangements will be made for pensioners and the unemployed.

System of Payment

The Property Services Officer will inspect the property before and after redecoration. Allowances are made for decoration of the following areas and a fixed monetary payment for each area: Living Room, Main Bedroom, Each other bedroom, Hall only, Hall staircase and landing, Kitchen, Bathroom, WC (where separate).

N.B. Where rehabilitation has included new rooms/extensions, these are not eligible for redecoration allowances.

Steps to follow

1. Notify Property Services Officer that redecoration allowance is payable.
2. Property Services Officer will, if required, inspect before and after decoration and advise tenant of allowance payable.
3. A check will be made against the tenant's account(s) and if there are rent arrears or money owing to the Association for legal costs or recoverable repair charges, the allowance will be paid towards this debt. Where the tenant has no arrears, a cheque will be forwarded for the full allowance.

ELECTRICITY

Fuses

Replacing blown fuses in the main fuse box is your responsibility.

To change a fuse:

- (a) Switch off the mains supply.
- (b) Unplug the appliance you think has caused the fuse to blow.
- (c) Check the fuses in the fuse box to see which one has blown.
- (d) Replace the burnt fuse wire with new fuse wire of the same amperage.

- (e) Switch on the mains supply.
- (f) If the replacement fuse blows, contact the Association as there may be a fault in the electrical system.

Circuit Breakers

Your home may have circuit breakers instead of fuses. Circuit breakers are switches which automatically switch off in circumstances when a fuse would have blown. Reset the switch at 'on' after disconnecting the appliance which caused the problem. If the circuit breaker continues to switch off, contact the Association.

Plugs

Each plug should have a fuse inside it of the appropriate rating.

DECORATIONS AND ALTERATIONS

We will decorate the outside of your home any common landings and staircases regularly. If you wish to decorate the outside of your home yourself, please ask for permission first.

It is up to you to decorate the inside of your home. You must keep your home decorated to a fair standard. Please do not paint or paper inside walls for nine months after the builder has finished. This will let the plaster dry out completely.

Before you do any alterations or improvement work you must get written consent from T.H.A. We have to make sure you will not damage your home or make it unsafe. Improvement work covers building extensions, knocking down walls, installing central heating. Check before you start working. Your rent will not increase as a result of any improvements you make. Improvements may result in your paying more rates. Indeed the Association operates a Tenants Compensation Scheme for all its secure tenants who are in good standing. Under this scheme tenants have the right to improve accommodation with the Association's written consent. Further details can be obtained from your Housing Officer at Central Office.