

Landlord Services

Repairs Policy



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1. 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 2012 version.

The Council's response and investment service is delivered via managed contracts.

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 (New Tenancy Agreement which took effect from 1/4/16)

Policies named in this document

General Service Standards set out under the National Housing Federation Schedule of Rates (6), used for repairs and investment contracting purposes from 1/4/12.

These documents can be found at www.tamworth.gov.uk or by contacting us:

by telephone: 01827 709709 or by email: enquiries@tamworth.gov.uk

2. Purpose and objective of 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 will meet all statutory health and safety requirements.

We shall co-operate with relevant organisations to provide an adaptations service that meets tenants' needs.

3. One Tamworth, perfectly placed.

Open for business since the 7th century A.D.

Tamworth Borough Council has a vision - **One Tamworth, perfectly placed.**

It focuses on three priorities; **living a quality life in Tamworth; growing strong together in Tamworth; delivering quality service in Tamworth.**

Delivering an effective repairs and investment service directly supports the Council's vision. Having a decent, well-repaired and maintained home helps to create communities and generate wellbeing. It also supports people to stay in their home, which has a positive long-term effect on the health of the community.

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:-

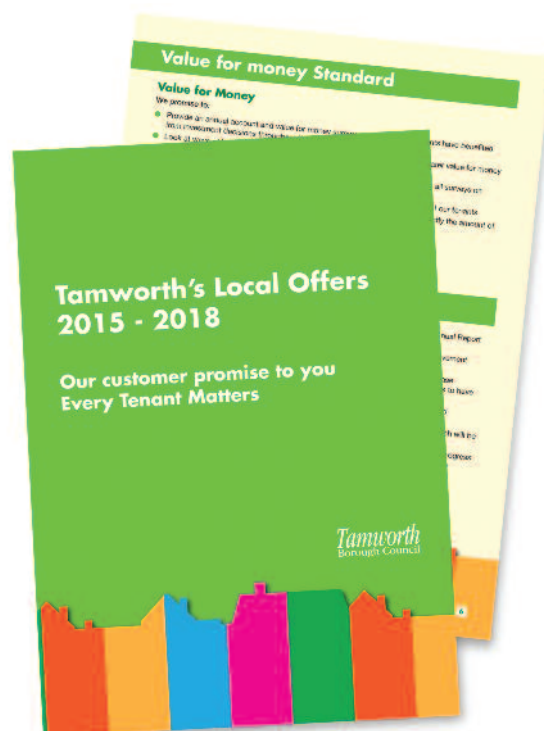
Housing & Health Strategy (2012-2016)

Tenancy Agreement and Policy

Landlord Anti-Social behaviour Policy

Allocations Policy including Finding a Home

Garage Tenancy Management Policy



4. Who is responsible for what repair?

Colour key to the repairs table



Bathrooms and Plumbing



Heating



Smoke Detectors



Electrical



Telephone



Garden and Outdoor (including garages and communal areas)



Buildings - Interior



Buildings - Exterior



Doors and Keys



Television



Kitchen



Gas



Infestation

Ref No.	Repair (Alphabetical order)	Comment	Us	You	Golden Ticket (Us)
1	Baths and basins This is the bath / basin itself, for taps, plugs etc please see individual items listed eg item 4 for plugs	Except unblocking wastes and cleaning of heavy soiled or lime scale damaged baths or basins.	●		
2	Bathroom fixtures and fittings eg. sinks, pedestals, WC pan, cistern, tiles.	Except where damage has been caused by tenants	●		
3	Carpentry eg. door frames, window frames, stairs, stair rails, steps, weather boards.	Except where damage has been caused by tenants.	●		
4	Chains and plugs on any sink, bath or basin	On basins, baths and sinks.		●	●
5	Chimneys	Including sweeping where required.	●		
6	Communal areas	Including the testing of all equipment to these areas. The Council would carry out any repair required to a communal area.	●		
7	Decoration external.	This would be undertaken at the frequency published by the Council but is typically every 5-7 years for previously painted surfaces.	●		
8	Decoration internal To include painting of common parts but not to individual tenants properties.	To include painting of common parts but not to individual tenants properties.	●		
9	Domestic appliances	Such as cookers, fridges, washing machines, dish washers unless supplied by the Council and not gifted to the tenant.		●	
10	Doors	Internal and external including frames, hinges, locks, door jambs and thresholds, letterboxes and handles.	●		

Ref No.	Repair (Alphabetical order)	Comment	Us	You	Golden Ticket (Us)
11	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.		●	
12	Fires grates and surrounds	Only where surround was in place at commencement of tenancy.	●		
13	Fixtures and fittings	Such as coat hooks, curtain rails.		●	●
14	Floor boards	Unless broken due to carpeting.	●		
15	Floor covering	Including adapting doors to accommodate carpets. Unless vinyl laid as part of welfare adaptation.		●	
16	Front door lock	We will replace all defective locks through normal wear and tear.	●		●
17	Garages	Except where garage has been sold. Excludes locks to garage doors.	●		
18	Garden maintenance	Including dustbins and refuse areas within your own garden. Dustbin and refuse areas in common parts will be maintained by the Council.		●	
19	Gas	Except problems with meters where National Grid (Gas) are responsible.	●		
20	Glazing	If criminal damage or broken by others, the Council will replace but you must get a crime number before the works are started.		●	
21	Gutters and external rainwater goods	Repair and unblocking where required.	●		

Ref No.	Repair (Alphabetical order)	Comment	Us	You	Golden Ticket (Us)
22	Fuse Board / Consumer Unit	Unless resetting trip switches / RCD's which should be checked before reporting.	●		
23	Hand basins For taps, plugs etc see individual items	Except blockages caused by external misuse.	●		
24	Heating See page 32 of repairs handbook	Including storage heaters and fitted electric fires. Except bleeding radiators which is your responsibility.	●		
25	Hot water heaters	Including cylinder jackets.	●		
26	Immersion heaters		●		
27	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.		●	●
28	Internal door locks			●	●
29	Kitchen	Except domestic appliances	●		
30	Letter boxes and plates	Including internal draft flap/cover		●	
31	Light fittings	Except light bulbs, dimmer switches, fuses, fluorescent tubes and starters	●		
32	Lock of any type	The council will repair any defective lock	●		●
33	Loss of keys	Including repairs to forced entry if you get locked out		●	●
34	Paths	Including steps, footpaths and ramps that provide access to your front, rear or side door only	●		
35	Plaster	Except minor plaster cracks up to 10mm wide and repair of small holes	●		

Ref No.	Repair (Alphabetical order)	Comment	Us	You	Golden Ticket (Us)
36	Plumbing repairs and leaks to any part of the dwelling.	Except for tap washer replacements washing machines and dishwasher taps/hoses and bleeding radiators	●		
37	Porches	Except glazing and porches that have been erected by the tenant and are therefore not the councils responsibility	●		
38	Relighting pilot lights	Including the setting of any heating controls or programmers		●	●
39	Washer taps	To include kitchen, bathroom or WC taps	●		
40	Roofs		●		
41	Sealants eg around bath, basins and sinks			●	
42	Showers (electric or mixer)	Except shower curtain railtrack/rail	●		
44	Sinks For taps, plugs etc see individual items	Except blockages caused by external misuse	●		
45	Sink units	Except blockages caused by external misuse	●		
46	Skirting boards	Except where damaged by tenant	●		
47	Smoke detector / CO2 detector	Hard wired detectors will be maintained by the Council, Battery operated detectors will be maintained by the tenant including replacement of batteries.	●		
48	Stairs	Including treads, nosing, unless damaged by the fitting/removal of carpets	●		
49	Switches and sockets	Except dimmer switches or switches fitted by tenants	●		

Ref No.	Repair (Alphabetical order)	Comment	Us	You	Golden Ticket (Us)
50	Telephone points	Including the installation of telephone lines where one has not been installed previously.		●	
51	Toilets / WC and associated plumbing	Except blockages caused by tenant misuse.	●		
52	TV aerials,sockets, and cabling.	Unless communal		●	●
53	Walls and ceilings See page 42 of repairs handbook	Unless damaged caused by water leak or defective plaster	●		
54	Washing lines	Unless communal		●	●
55	Waste blockages	Including basin, bath and washing machine		●	●
56	WC / toilet seats			●	●
57	Windows and frames	Except catches and sash cords	●		
58	Worktops		●		

5. Leasehold repairs

What are the Council's repairing 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 excluding flat doors. 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.

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. 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.

Right of entry into my 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 leaseholders use the Council contractors to carry out repairs

Our partnering contractors for reactive repairs and gas servicing are familiar with the unique construction and layout of our properties and can undertake works for you. Payment for these works must be paid in advance of the works being undertaken.

Please contact us for more information.

6. Golden ticket

We have introduced a 'golden ticket' for vulnerable customers to provide an enhanced responsive repairs service. Where a golden ticket is issued some repairs that are defined as being the responsibility of the tenant will be carried out by Tamworth Borough Council.

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
- 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.

For more information on your eligibility to receive this enhanced service, please refer to the Handy Person policy.

7. 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 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.

8. 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 on **01827 709257**.



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

* Dependant upon time of year and extent of problem.

9. 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.



10. How to report a repair

Before contacting us to report your repair, please refer to section 4 of this policy (page 5) to ensure the repair is something we will carry out.

The contractor will provide an out of hours emergency service (24hrs/365 days per year).

During working hours the contractor will make appointments for repairs where possible.

11. 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. This means we can make sure that we are spending money where it is most needed.



We will recharge costs in these 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.
- 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 have to obtain a court order 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 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).

12. 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).

Appointed repairs

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

Appointed 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 26 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.

Capital works

These are where work is carried out as part of a regular cycle, such as painting, kitchen and or bathroom replacements. They will be published on the Council's website as part of the overall capital and investment programme.



13. Voids / Empty property repairs

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 bring the property to the standards as defined in the lettable standard.

This standard is available by request and given to all new tenants who move into a council property. A sample of void properties are checked by tenant inspectors.

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. A £50 void incentive scheme is being offered to encourage tenants to leave the property clean, tidy, free of rubbish and hand keys in on time, thereby passing the property exit inspection.

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.

14. Pre and Post Inspections – All 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.



15. 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 Property Services Team will also be provided. Details will also be published on our website and will be available to all of our Customer Services Team. 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 windows. Doors are not included within the programme.
- 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.

- 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.

16. Aids and adaptations

The Council provides Disabled Facility Adaptations for council tenants. There is a separate policy detailing how this can be accessed, a copy can be obtained from the Housing Options Co-ordinator, Marmion House, Tamworth **01827 709496**.

Should you require an adaptation, then a referral will be made to the Council's funded occupational therapist who will determine your level of priority and needs.

Any minor works, assessed as less than £1,000, will be completed within 26 days. This is based on a care assessment from the occupational therapist and typically would include;

- Additional grab rails
- Lever action taps
- Half steps
- Shower over bath

Any further adaptation, such as a level access shower or stair lift, would have to be assessed by medical professionals and could take between one to three years to complete.



17. Complaints, Compliments, Comments and Compensation

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 filling in the Tell Us form online or at any of our offices.

Suggestions, feedback complaints or compliments can also be made by texting THE COUNCILTELLUS, followed by your comment, to **88020**.

The Council will then assess how the complaint is handled. 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, then the contractor will be expected to investigate in the first instance. Should you remain unhappy with their response and have exhausted their complaints process, then the Council will review this decision on your behalf.

If anyone is unhappy 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 the Ombudsman may ask that the Council's procedures are completed before carrying out his or her own investigation.

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.

18. 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.

19. Access and security

Security

We recognise that the security of residents is essential. All contractors and staff carry identification cards 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.

To check the identification of a member of staff or contractor our call centre can be contacted:

To check identification of the Contractor call **0800 1830044**

To check identification of a Council employee call **01827 709709**

We also use passwords to give tenants added levels of security and peace of mind should the circumstances of that resident dictate the need for added levels of security.

Access

On occasions, Tamworth Borough Council may require access to undertake essential repairs and maintenance. An example of this will be to undertake a gas safety inspection each year. Access must be given and is detailed in tenancy agreements and leases.

Failure to grant reasonable access 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
- 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)

20. Alterations and improvements

Permission for tenants' 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/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.
- 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 write with your request for permission to: Tamworth Borough Council, Marmion House, Lichfield Street, Tamworth, Staffordshire B79 7BZ

We have several guidance leaflets which explain in more details about certain types of improvements, for example, driveways, fences and sheds.

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 24 hours, and we aim to provide a decision within five 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 current tenants to obtain our permission for an improvement/alteration.



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.

What if my request is refused?

If we refuse your request you can appeal against our decision by contacting our Customer Services team on **01827 709709**.

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.

How much compensation will I receive?

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

What if I have 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.



21. Gas-related works

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

- All work will be carried out on Landlord gas appliances and fittings by a Gas Safe registered engineer.
- Rooms with an open flued appliance (i.e. gas fire / back boiler) should 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.
- 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).
- 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 non-compliance, an unlimited fine and or custodial sentence can be imposed.
- It is a condition of the tenancy agreement to allow entry to properties to undertake a gas safety check and is for tenant's safety.
- The Council will also maintain and undertake safety checks for solid fuel and calor gas serviced properties.



**If you would like this document in an alternative format
or language please contact us on 01827 709709**



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