Stoke-on-Trent Housing Society Limited

Repairs and Maintenance Policy

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Policy Owner/Author:	Head of Property
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1.0 Policy Statement

1.1 Stoke on Trent Housing Society (the Society) is committed to providing a quality, responsive, and efficient repair and maintenance service. We aim to ensure that all homes are safe, secure, and maintained to a reasonable standard of repair and meet the Decent Homes Standard.

1.2 The Society recognises its legal responsibilities in relation to repairs, maintenance and property safety, including but not limited to the following legislation. Additional relevant legislation is listed in Appendix 1.

- Landlord and Tenant Act 1985
- Social Housing (Regulation) Act 2023, including the requirements introduced through Awaab's Law relating to the investigation and remediation of hazards within homes
- Building Safety Act 2022

1.3 The Society is committed to meeting all applicable statutory obligations and regulatory standards to protect the health, safety and wellbeing of our tenants. These include:

- Safety and Quality Standard
- Tenancy Standard
- Transparency, Influence and Accountability Standard
- Decent Homes Standard

1.4 The Society will take a proactive approach to maintaining its homes, ensuring that properties remain safe, warm, secure and free from hazards that could pose a risk to tenants' health or safety.

1.5 This policy should be read in conjunction with the Society's other relevant policies, procedures and strategies, including but not limited to:

- Asset Management Strategy
- Damp and Mould Policy
- Tenancy Hazards (Awaab's Law) Procedure
- Building Safety Policy
- Health and Safety Policy
- Complaints Policy
- Equality, Diversity and Inclusion Policy
- Safeguarding Policy
- Resident Engagement Strategy
- Compensation Policy
- No Access Procedure
- Recharge Procedure

2.0 Purpose and Objectives

2.1 This policy sets out how Stoke-on-Trent Housing Society ("the Society") delivers repairs and maintenance services to ensure homes are safe, well maintained and compliant with applicable legislative and regulatory requirements.

2.2 The aim of this policy is to support the efficient and effective maintenance of the Society's housing stock. The Society will achieve this by:

- Prioritising repairs that present an immediate risk to health and safety, ensuring emergency issues are responded to promptly and effectively.
- Delivering customer-focused services and using tenant feedback to shape and improve service delivery.
- Categorising repairs according to urgency, with clear target times for completion that reflect legal requirements and good practice.
- Identifying, investigating and addressing damp, mould and other property hazards within required timescales to protect tenants' health and wellbeing.
- Providing an accessible, transparent and customer-focused repairs service, including a range of methods for reporting repairs.
- Undertaking planned and cyclical maintenance to prevent deterioration and improve the quality, safety and longevity of homes.
- Maintaining homes in accordance with the Decent Homes Standard and any future replacement or revised government housing quality standards.
- Using performance data, benchmarking and service monitoring to measure and improve the effectiveness and efficiency of the repairs and maintenance service.

3.0 Repair Responsibilities

3.1 Landlord Responsibilities

The Society is responsible for maintaining and repairing the structure and exterior of its properties and ensuring homes remain safe and fit for habitation. This includes:

- The structure and exterior of the property, including roofs, walls, windows and external doors.
- Plumbing, heating, gas, electrical and sanitation installations provided by the Society.
- Communal areas, including stairwells, lifts, lighting and other shared facilities.
- Maintaining properties in a safe condition and ensuring they meet applicable legal and regulatory standards.

3.2 Tenant Responsibilities

Tenants are responsible for minor maintenance and repairs arising from normal day-to-day living, together with any damage caused by the tenant, a household member, visitor or pet.

The tenancy agreement sets out the responsibilities of tenants in relation to the upkeep and maintenance of their home. These responsibilities include:

- Keeping the property, garden (where applicable) and any communal areas under their control in a clean and reasonable condition.
- Reporting repairs, defects, damp and mould, and other issues for which the Society is responsible as soon as reasonably practicable.
- Taking reasonable care of fixtures, fittings and appliances provided by the Society.
- Making good any damage caused by the tenant, members of their household, visitors or pets.
- Allowing reasonable access for inspections, safety checks, servicing, repairs, improvements and tenancy-related visits, subject to appropriate notice being given except in emergencies.

- Taking reasonable steps to prevent damage to the property, including protecting pipework from freezing and ensuring adequate ventilation to reduce condensation.

Appendix 4 provides examples of repairs and maintenance that are the responsibility of the tenant.

3.3 Tenancy Agreement

The specific repair obligations of both the Society and tenants are set out within the tenancy agreement. An extract of the current tenancy agreement is provided in Appendix 3.

3.4 Legal Duties

The Society's repair obligations are supported by a range of legislation, including the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018, which require landlords to ensure that homes are safe and suitable for occupation throughout the tenancy.

3.5 Discretionary Assistance

In exceptional circumstances, the Society may undertake repairs or minor adaptations that fall outside its normal repair obligations where this supports a tenant's health, safety or wellbeing. Such works will be considered on a case-by-case basis and may be funded through the Society's **"Give Something Back"** welfare fund. Examples may include the installation of grab rails or other minor aids to assist tenants with mobility needs.

3.6 Rechargeable Repairs

Rechargeable repairs are repairs that arise because of damage, neglect, misuse or abuse by the tenant, their household members, visitors or pets, rather than from fair wear and tear or a defect for which the Society is responsible. This may include, but is not limited to:

- Deliberate or accidental damage caused by the tenant or their visitors.
- Damage resulting from negligence or misuse.
- Fly tipping or the removal of items left by tenants.
- Repairs arising from criminal or anti-social behaviour where no crime reference number has been provided.
- Repairs required because of a breach of tenancy conditions.

The Society reserves the right to recharge tenants for the reasonable cost of repairs where damage or deterioration has occurred because of negligence, misuse, deliberate damage or a breach of tenancy conditions. Before applying a recharge, the Society will consider the circumstances of each case and provide the tenant with details of the proposed charge.

The Society will not normally recharge tenants for repairs arising from fair wear and tear, structural defects, or failures of installations for which the Society is responsible.

4.0 Reporting Repairs & Access Arrangements

4.1 Tenants may report repairs using a variety of methods, including:

- Telephone
- Email
- Letter

- Customer Portal (where available)
- In person
- Whatsapp

4.2 Repairs reported outside normal office hours will be directed to the Society's out-of-hours service provider. The provider will assess the nature of the repair and arrange attendance by an appropriate contractor where an emergency repair is required.

4.3 When a repair is reported, the Society will assess whether the repair is the responsibility of the Society or the tenant, in accordance with the tenancy agreement and relevant legislation. Wherever possible, this assessment will be completed within one working day for non-emergency repairs.

4.4 Where a repair is identified as the tenant's responsibility, the tenant will be informed accordingly and advised that they are responsible for ensuring the repair is completed to an appropriate standard.

4.5 The Society will inform tenants of the repair priority assigned to the repair, the target timescale for completion and where possible the contractor who will be appointed to complete the repair.

4.6 The Society and its contractors will make reasonable arrangements for appointments and will seek to provide appropriate notice of attendance. Appointment reminders may be issued by text message, telephone call, email or other suitable communication methods.

4.7 Access Arrangements

Tenants are required under the terms of their tenancy agreement to provide reasonable access for inspections, servicing, repairs, safety checks, improvement works and other property-related activities.

The Society and its contractors will make every reasonable effort to attend appointments at the agreed date and time. Where an appointment cannot be kept, the Society or contractor will seek to notify the tenant as soon as reasonably practicable and arrange an alternative appointment.

Where a tenant is not available for a scheduled appointment:

- Following a missed appointment, the contractor will notify the Society, and an attempt will be made to arrange a further appointment.
- Where access continues to be refused or appointments are repeatedly missed, the Society may take additional steps to secure access in accordance with its No Access Procedure.
- Where the repair, inspection or safety check relates to a statutory compliance obligation, building safety requirement, or presents a risk to the health or safety of residents, the Society may take legal action where necessary to gain access.
- For non-urgent repairs, the Society may close the repair request where the tenant fails to respond to contact attempts or provide access after reasonable efforts have been made. The tenant will be notified before the repair order is cancelled.

Tenants may authorise the Society and its contractors to enter their home and carry out repairs in their absence. Such authority must be provided in writing using the Society's approved consent form before access will be granted. The Society will not accept liability for the loss of, or damage to, personal belongings unless caused by its negligence or that of its contractor.

5.0 Types of Repairs

5.1 Day-to-Day Repairs

Day-to-day repairs are responsive repairs undertaken to rectify a broken, defective or non-functioning component within a Society-owned property or building, where the repair responsibility rests with the Society under the terms of the tenancy agreement, lease or relevant legislation. Repairs are categorised according to their urgency. Examples of each category are provided in Appendix 2.

5.2 Emergency Repairs

Emergency repairs are required where there is an immediate risk to the health, safety or security of the tenant, other occupants, members of the public or the building.

- **Attendance within 4 hours.**
- The repair will be made safe within 24 hours and completed during the same visit wherever possible.

Examples include:

- Gas leaks
- Uncontainable water leaks
- Dangerous electrical faults
- Complete loss of heating during winter months
- Insecure external doors following a break-in

5.3 Urgent Repairs

These are repairs that do not constitute an emergency but could cause significant inconvenience, further damage to the property, or adversely affect the wellbeing of the tenant if not addressed promptly. **Target completion is within 7 calendar days.** Examples include:

- Heating failure outside winter months
- Minor plumbing leaks
- Unsafe windows or doors
- Partial loss of electrical power

5.4 Routine Repairs

These are repairs that do not present an immediate health and safety risk and can be addressed through normal repair scheduling. T**arget completion is within 28 calendar days**. Examples include:

- Dripping taps
- Minor plaster repairs
- Cupboard and internal door repairs
- Adjustments to fittings and fixtures

5.5 Pre Inspections

A pre-inspection may be carried out by the responsive repair's contractor or an authorised Society representative prior to raising a repair order where:

- The nature or cause of the repair is unclear.
- The appropriate remedial action cannot be readily identified.
- The estimated cost of the repair is likely to exceed £500.

- The issue relates to a recurring fault. A repair will normally be considered recurring where the same component has required repair on two or more occasions within a 12-month period.
- There is reason to believe the damage may have resulted from tenant misuse, neglect or a breach of tenancy conditions.
- The property has experienced an unusually high level of responsive repairs, typically six or more repair requests within a 12-month period.

Where a pre-inspection is required, details will be recorded within the Society's housing management system. Any inspection reports, photographs or recommendations arising from the visit will be retained within the property record. A record of the inspection outcome will be maintained regardless of whether any further action is required.

6.0 Other works

6.1 Servicing Works

Servicing works are planned inspections, testing and maintenance activities carried out to ensure that building components and safety systems remain effective, compliant with legal requirements and safe for continued use. Examples of servicing works include:

- Gas boiler servicing and safety checks.
- Electrical installation inspections and testing.
- Portable Appliance Testing (PAT) of electrical appliances provided by the Society, such as cookers in furnished properties and office equipment.
- Lift servicing and inspections.
- Water hygiene monitoring and testing, including Legionella control measures.
- Fire door inspections and checks.
- Fire alarm and emergency lighting inspections.
- Smoke and carbon monoxide alarm testing and replacement.
- Other statutory compliance inspections and servicing as required.

6.2 Cyclical Works

Cyclical works are planned maintenance activities undertaken at predetermined intervals to preserve the condition of the Society's homes and communal areas and to prevent deterioration. Examples of cyclical works include:

- Internal decoration of communal areas.
- External painting programmes.
- Gutter cleaning.
- Floor covering replacement in communal areas.
- Other recurring maintenance works identified through the Society's asset management programme.

6.3 Major Works

Major works are larger-scale repairs, replacements or improvement projects that require detailed assessment, planning, procurement or specialist contractor involvement. These works are generally non-urgent and may involve the replacement of major building components or significant remedial works. Examples include:

- Roof replacements.
- Window and door replacement programmes.
- Structural repairs.
- Lift modernisation.
- External wall repairs.
- Major building safety improvement works.

Where major works are required, the Society will keep affected tenants informed of the proposed works, anticipated timescales and any impact on their home. Following assessment, the Society will provide an outline plan and indicative programme wherever reasonably practicable. Whilst the Society will aim to complete major works within 90 days of assessment, this may not always be possible due to factors such as procurement requirements, contractor availability, planning approvals, specialist materials, weather conditions or the complexity of the works.

7.0 Component Replacements

7.1 The Society will maintain an up-to-date stock condition database to inform planned maintenance, component replacement programmes and future investment decisions. The database will record the age and condition of major building components and will be updated through a rolling programme of stock condition surveys, undertaken at least every three years.

When determining investment priorities, the Society will consider:

- Building and resident safety.
- The condition and expected lifespan of components.
- Compliance with statutory and regulatory requirements.
- Sustainability and energy efficiency objectives.
- Value for money and lifecycle costs.
- Tenant feedback and operational performance data.

7.2 Tenants will be informed of planned replacement programmes and, where reasonably practicable, will be offered choices relating to finishes and fittings. This may include options such as kitchen worktops, cupboard doors, wall finishes or floor coverings. Examples of major components include:

- Kitchens
- Bathrooms
- Roofs
- Gas boilers
- Unvented hot water cylinders
- Storage heaters
- Structural elements
- Lifts
- Windows and external doors

Where a major component is assessed by the Property Team as being in poor condition, beyond economical repair, or posing an increased risk to safety, service delivery or tenant wellbeing, replacement may be prioritised outside of the planned programme. For example, a boiler may be replaced where the cost of ongoing repairs does not represent value for money when compared to replacement.

8.0 Tenant Improvements

8.1 Tenants may carry out improvements to their home, if they obtain the Society's written permission before any works commence and secure any necessary planning permission, building regulation approval or other statutory consents.

The Society will not unreasonably withhold consent but may impose reasonable conditions relating to the nature of the proposed works, the standard of workmanship, health and safety requirements, or future maintenance responsibilities. Any approved works must be completed:

- To a good and professional standard.
- In compliance with relevant legislation, regulations and industry standards.
- By suitably qualified and competent contractors where specialist works are required.
- Within any timescale agreed by the Society.

8.2 The Society may inspect completed works to ensure they meet the agreed requirements. Unless otherwise agreed in writing, tenants will be responsible for the ongoing repair, maintenance and replacement of any improvement they have installed.

8.3 Where unauthorised alterations are carried out, or approved works are completed to an unsatisfactory standard, the Society may require the tenant to remedy the defects, reinstate the property to its original condition, or reimburse the Society for any costs incurred in doing so.

9.0 Higher-Risk Buildings and Building Safety

9.1 The Society owns and manages three Higher-Risk Buildings (HRBs) and is committed to ensuring that repairs, maintenance, servicing and improvement works support compliance with the Building Safety Act 2022 and associated regulatory requirements. The Society will take a proactive approach to managing building safety risks and ensuring that all reasonable steps are taken to identify, assess and mitigate risks to residents and buildings.

9.2 The Society will:

- Maintain safety-critical building systems in accordance with legal requirements, manufacturers' recommendations and recognised industry standards.
- Undertake planned servicing, inspection and maintenance of safety systems including fire doors, fire stopping, smoke control systems, emergency lighting, fire alarm systems, dry risers, lightning protection systems and lifts.
- Prioritise repairs that affect building safety or resident safety.
- Maintain accurate records of inspections, maintenance, servicing, remedial actions and component replacements to support the Society's building safety management arrangements.
- Ensure that information arising from repairs, inspections and maintenance activities is incorporated into relevant building safety records where appropriate.
- Appoint and monitor competent contractors and consultants to undertake building safety-related works.
- Provide residents with appropriate information regarding significant building safety works that may affect their homes or safety.
- Monitor the completion and performance of building safety-related repairs through regular reporting to the Leadership Team and Board.

9.3 Where repairs identify defects that may affect the safety of residents or the integrity of a safety-critical system, the Society will undertake a risk assessment and implement appropriate interim control measures where required, pending permanent resolution.

9.4 Building safety-related repairs may take precedence over other non-urgent repairs where there is a risk to the health, safety or wellbeing of residents.

9.5 The Society maintains a **Safety Case Report**, **Safety Management System** and **Building Safety Resident Engagement Strategy** for each Higher-Risk Building and will review and update these documents as required.

10.0 Awaab's Law Compliance and Damp and Mould

10.1 The Society is committed to complying with the requirements of the Social Housing (Regulation) Act 2023, including the provisions commonly known as **Awaab's Law**. The Society recognises that damp, mould and other housing hazards can have a significant impact on the health and wellbeing of tenants and will take a proactive approach to identifying and addressing such issues.

10.2 In line with legislative requirements, the Society will:

- Treat all reports of damp, mould and other potential housing hazards as a priority and investigate them within required timescales.
- Take prompt and effective action to remedy identified hazards within prescribed legal and regulatory timeframes.
- Not attribute damp and mould solely to tenant lifestyle or behaviour without first carrying out a thorough investigation into potential property defects, building conditions and environmental factors.
- Maintain clear communication with tenants throughout the investigation and repair process, including providing updates on progress and expected completion dates.
- Assess any risks to tenant health and wellbeing and, where necessary, implement interim measures or provide suitable alternative accommodation if a property is considered unsafe to occupy.
- Maintain accurate records of reports received, inspections undertaken, actions taken and outcomes achieved to demonstrate compliance and support continuous improvement.
- Monitor the performance of damp, mould and hazard-related cases through regular management reporting and review.

10.3 The Society maintains dedicated policies and procedures to support compliance with Awaab's Law and the effective management of damp, mould and housing hazards. These include:

- Damp and Mould Policy
- Damp and Mould Procedure
- Tenancy Hazards (Awaab's Law) Procedure

10.4 The principles set out in this section apply not only to damp and mould but also to other housing hazards that may present a significant risk to the health or safety of tenants.

11.0 Adaptations

11.1 The Society is committed to supporting tenants to live independently and safely in their homes wherever possible.

11.2 The Society may undertake minor adaptations where these are considered reasonable, practical and proportionate to meet a tenant's assessed needs. Examples may include:

- Grab rails.
- Additional handrails.
- Lever taps.
- Minor threshold ramps.
- Other low-cost adaptations that improve accessibility and safety.

11.3 Requests for adaptations will be considered on a case-by-case basis and may require supporting information from a health professional, Occupational Therapist or other suitably qualified professional.

11.4 Where a major adaptation is required, such as a level-access shower, stairlift, through-floor lift, significant ramping works or major alterations to the property, the Society will normally refer or signpost the tenant to the Local Authority for assessment and consideration through the Disabled Facilities Grant (DFG) process or any successor scheme.

11.5 The Society will work collaboratively with tenants, Occupational Therapists, Local Authorities and other relevant agencies to ensure adaptation requests are considered appropriately and that any approved works are completed to a satisfactory standard.

11.6 In circumstances where an adaptation is not practical, proportionate or achievable within the tenant's current home, the Society may discuss alternative housing options that better meet the tenant's needs.

11.7 The Society may, at its discretion, fund minor adaptations or aids through its welfare initiatives, where this supports a tenant's health, safety, independence or wellbeing and alternative funding is not available.

12.0 Customer Involvement and Care

12.1 The Society recognises that some tenants may have diverse needs and require additional support when accessing repairs and maintenance services. The Society will treat all tenants fairly, with dignity and respect, in accordance with the Equality Act 2010. When delivering services, the Society will consider individual circumstances and make reasonable adjustments where appropriate to ensure tenants can access services and communicate effectively.

12.2 The Society is committed to continuous improvement and recognises the importance of involving tenants in reviewing and shaping services. Tenant feedback is obtained and considered through a variety of methods, including:

- Complaints, compliments and feedback, which are monitored and analysed to identify learning opportunities and improve service delivery.
- The Society's Resident Group, which meets regularly to review services and provide feedback on performance and proposed changes.

- Tenant representation on the Board of Directors, where possible and appropriate.
- Customer satisfaction questionnaires issued following completed repairs.
- Tenant Satisfaction Measures (TSMs), which provide tenants with an opportunity to comment on services and compare performance over time. Performance information will be published in accordance with regulatory requirements.
- Resident consultations, surveys and engagement activities undertaken from time to time.

12.3 The Society recognises that some tenants may be more adversely affected by the loss or reduction of essential amenities or by delays in completing repairs. In such circumstances, the Society will consider individual needs and may make reasonable exceptions or put additional support measures in place.

Examples may include:

- Older persons.
- People with disabilities, long-term health conditions or mobility issues.
- Households with newborn babies or very young children.
- Tenants with vulnerabilities identified through the Society's safeguarding or support arrangements.

12.4 Any exception to the normal repairs process or timescales will be considered on a case-by-case basis and must be authorised by the Head of Property or a member of the Leadership Team. The reasons for the decision will be recorded on the housing management system.

12.5 Where a repair affects a tenant with known vulnerabilities, the Society may assign a higher priority than would normally apply under the repair's categorisation framework.

13.0 Equality, Diversity and Inclusion

13.1 The Society is committed to ensuring that repairs, maintenance and investment services are delivered fairly, consistently and without discrimination. In providing services, the Society will comply with the Equality Act 2010 and will have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between all sections of the community.

13.2 The Society recognises that tenants have differing needs and circumstances and is committed to delivering services in a way that is accessible, inclusive and responsive to individual requirements.

13.3 Reasonable adjustments will be considered and made where appropriate to ensure that tenants are able to access repairs and maintenance services. This may include:

- Providing information in alternative formats.
- Using interpreters or translation services.
- Offering additional support to tenants with disabilities, health conditions or vulnerabilities.
- Making flexible appointment arrangements where required.
- Prioritising repairs where delays may have a disproportionate impact on a tenant's health, safety or wellbeing.

13.4 The Society will not tolerate discrimination in the delivery of repairs and maintenance services by employees, contractors or consultants. All contractors engaged by the Society will be expected to deliver services in a manner that respects the dignity, diversity and individual needs of tenants.

13.5 The Society will monitor customer feedback, complaints and performance information to identify any potential barriers to service access or unequal outcomes and will take appropriate action to address these.

13.6 Equality considerations will be considered when developing, reviewing and implementing this policy and related procedures.

14.0 Performance and Monitoring

14.1 The Society will monitor the performance of its repairs, maintenance and investment services through a range of Key Performance Indicators (KPIs). Where possible, performance will be benchmarked against comparable housing providers to assess effectiveness, efficiency and value for money.

14.2 Performance measures may include, but are not limited to:

- Completion of emergency repairs within target timescales.
- Completion of urgent and routine repairs within target timescales.
- Number of outstanding repairs.
- Average repair completion times.
- Number of appointments missed by contractors.
- Compliance with servicing and safety inspection programmes.
- Complaints relating to repairs and maintenance.
- Performance against Tenant Satisfaction Measures (TSMs).

14.3 Performance information will be reviewed monthly by the Leadership Team and reported quarterly to the Board of Directors. Where performance falls below target, appropriate corrective actions and service improvement measures will be identified and monitored.

14.4 The Society will use performance information, customer feedback, complaints, benchmarking data and audit findings to continuously improve the quality and effectiveness of its repairs and maintenance services.

15.0 Review

15.1 This policy will be reviewed every two years, or sooner where required due to:

- Changes in legislation, regulation or statutory guidance.
- Changes to regulatory standards or sector best practice.
- Changes to the Society's operating environment or business objectives.
- Findings from audits, complaints, tenant feedback or service reviews.
- Significant incidents, emerging risks or lessons learned.
- Changes to other related Society policies or procedures.

15.2 The Head of Property is responsible for reviewing this policy and ensuring that it remains effective, compliant and aligned with the Society's strategic objectives and regulatory obligations.

15.3 Any amendments to this policy will be submitted for approval in accordance with the Society's governance arrangements.

Appendix 1 – Relevant Legislation and Regulatory Requirements

The Society will comply with all relevant legislation, regulations and regulatory standards relating to repairs, maintenance, building safety and housing management. These include, but are not limited to:

- Defective Premises Act 1972.
- Health and Safety at Work etc. Act 1974.
- Landlord and Tenant Act 1985.
- Housing Act 1985.
- Housing Act 1988.
- Housing Act 1996.
- Housing Act 2004.
- Environmental Protection Act 1990.
- Regulatory Reform (Fire Safety) Order 2005.
- Equality Act 2010.
- Control of Asbestos Regulations 2012.
- Gas Safety (Installation and Use) Regulations 1998.
- Electrical Safety, Quality and Continuity Regulations 2002.
- Control of Substances Hazardous to Health Regulations 2002 (COSHH).
- Homes (Fitness for Human Habitation) Act 2018.
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
- Building Safety Act 2022.
- Social Housing (Regulation) Act 2023.
- The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.
- The Higher-Risk Buildings (Management of Safety Risks etc.) (England) Regulations 2023.
- The Hazardous in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law).
- Regulator of Social Housing Consumer Standards, including:
    - Safety and Quality Standard
    - Transparency, Influence and Accountability Standard
    - Tenancy Standard
    - Neighbourhood and Community Standard

Appendix 2 – Repairs Priorities

The Society adopts four repair classifications to ensure repairs are prioritised according to risk, urgency and impact on residents.

Emergency Repairs

Repairs that present an immediate risk to the health, safety or security of residents or others, or which may cause significant damage to the property if not attended to promptly.

Target Response: Attend within **4 hours** and make safe.
Target Completion: Complete within **24 hours** where reasonably practicable.

Examples include:

- Burst water pipes.
- Gas leaks.
- Severe roof leaks.
- Flooding.
- Total loss of electrical power or lighting.
- Total loss of heating between 1 October and 31 March.
- No hot water where this presents a risk to health or wellbeing.
- Blocked toilet where there is only one toilet in the property.
- Broken or insecure external doors or windows affecting security.
- Fire damage.
- Offensive, racist or discriminatory graffiti.

Urgent Repairs

Repairs that do not present an immediate danger but may affect the comfort, convenience or wellbeing of residents, or could result in further damage to the property if left unresolved.

Target Completion: Within **7 calendar days**.

Examples include:

- Partial loss of electrical power.
- Partial loss of water supply.
- Heating or hot water faults where alternative facilities remain available.
- Contained plumbing leaks.
- Leaking roofs that do not require emergency attendance.
- Loose or unsafe handrails.
- Faulty communal door entry systems.
- Blocked sinks, baths or drains.
- Blocked gutters causing water ingress.
- Electrical repairs not presenting an immediate danger.

Routine Repairs

Repairs that do not present a risk to health, safety or security and can be scheduled through the normal repairs service.

Target Completion: Within **28 calendar days**.

Examples include:

- Minor plaster repairs.
- Easing internal doors.
- Repairs to kitchen units, cupboards, handrails and banisters.
- Minor plumbing repairs.
- Small roof leaks not causing immediate damage.
- Window repairs where there is no security risk.
- Fence, gate and pathway repairs.
- Non-offensive graffiti removal.
- General internal and external maintenance works.

Major Works

Major works are larger-scale repairs, replacements or remedial works that require detailed investigation, specialist advice, procurement processes or significant contractor involvement.

Examples include:

- Structural repairs.
- Major fire safety works.
- Roof replacements.
- Lift replacements or modernisation.
- Extensive water damage repairs.
- Insurance-related building reinstatement works.
- External wall or façade repairs.

Where major works are required, the Society will provide affected tenants with information about the proposed works and anticipated timescales. The Society will aim to complete major works within **90 calendar days** of assessment wherever reasonably practicable. However, timescales may be extended due to factors including procurement requirements, planning approvals, contractor availability, insurance claims, specialist materials, weather conditions or the complexity of the works.

Appendix 3 – Extracts from the current Tenancy Agreement

Stoke on Trent Housing Society Responsibilities:

2.3 REPAIR OF STRUCTURE AND EXTERIOR

In accordance with Section 11 of the Landlord and Tenant Act 1985 Stoke on Trent Housing Society will:

- *keep in repair the structure and exterior of the dwelling house (including drains gutters and external pipes)*
- *keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity)*
- *keep in repair and proper working order the installations in the dwelling-house for space heating and heating water*

***Stoke on Trent Housing Society** is **not** responsible for any repair or replacements needed to **Your Home** if they are needed because of any neglect or damage caused by you, anyone living with you or your visitors or pets. You are responsible for repairing, replacing and making good any damage or neglect and where you fail to do so Stoke on Trent Housing Society will be entitled to do the works and you will be liable to pay Stoke on Trent Housing Society the costs of doing so.*

2.4 REPAIR OF COMMON PARTS

To take reasonable care to keep the common entrance, halls, stairways, passageways and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to the premises.

Tenant Responsibilities:

3.4 INTERNAL DECORATION

*To keep the interior of **Your Home** in a reasonable and clean condition and to decorate the internal parts as often as is necessary to keep them in good decorative order.*

3.5 DAMAGE OR NEGLECT

*To take every reasonable precaution to prevent damage to **Your Home** including damage from frost, fire or explosive materials.*

*To make good any damage to **Your Home** or our fixtures and fittings caused by you or any member of your household or any visitor to the premises. Where you do any such works in response to a notice served on you by the Society, the Society shall be entitled to inspect what you have done. If what you have done is not of a reasonable standard or where you fail to complete the necessary repairs/work you shall pay to the Society the reasonable costs of the Society bringing your work up to a reasonable standard or for completing the work.*

Not to either yourself or by allowing anyone else living with you or visiting you, to interfere with the security, lifts or safety equipment in the communal areas, the building or on the estate.

To take all reasonable precautions to adequately heat and ventilate ***Your Home*** *in order to prevent condensation and mould and where this does occur to wipe down and clean surfaces as required to prevent build up or damage to* ***Your Home*** *and its contents.*

To regularly remove refuse and rubbish from within ***Your Home,*** *and to ensure that it is stored outside in proper receptacles.*

3.6 REPORTING DISREPAIR

To report to the Society promptly any repair or defect for which ***the Society*** *is responsible in* ***Your Home****, the Building or on the Estate.*

3.7 ACCESS

To allow the Society, its employees, and contractors immediate access to ***Your Home*** *in an emergency and unless agreed otherwise with the Society, on 48 hours' notice, access to* ***Your Home,*** *even if there is no emergency to:*

- *Inspect the condition of your home*
- *Complete annual gas or other necessary safety inspections*
- *Complete a tenancy review*
- *Carry out repairs and or improvements to* ***Your Home*** *or any adjoining homes*
- *Carry out any of Stoke on Trent Housing Society's obligations under this tenancy agreement or imposed by law*
- *Provide any other services*

If Stoke on Trent Housing Society agrees an appointment with you and you do not allow access to its employees or contractors you agree to pay any costs or losses that Stoke on Trent Housing Society incurs as a result of your failure to allow access. Exceptional circumstances will be taken into consideration.

3.8 INSURANCE

To insure your furniture, personal belongings and the internal decoration of your home.

3.9 GARDEN

To keep any garden, drive or pathway that forms part of ***Your Home****, well maintained and in good order and to:*

- *Not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of* ***Your Home*** *or the communal area or estate*
- *Ensure any garden path, shed, store, fencing or other structures which are your responsibility are kept in a good state of repair*
- *Not remove any tree, hedge or wall without obtaining Stoke on Trent Housing Society's written consent*
- *Ensure that any tree planted in your garden of* ***Your Home*** *which is your responsibility is maintained and does not cause damage to any other property*
- *Obtain Stoke on Trent Housing Society's permission in writing before erecting any shed, aviary or similar structure in the garden of* ***Your Home***
- *Be responsible with any neighbour for the maintenance of any fencing between you and your neighbour's garden(s)*

If you fail to maintain your garden or remove any rubbish Stoke on Trent Housing Society shall be entitled to serve notice on you requiring you to carry out such work as is necessary. If you fail to do this work Stoke on Trent Housing Society shall be entitled to do the work and you will be required to pay the costs of it to Stoke on Trent Housing Society.

3.13 SAFETY ISSUES

You must:

- *not bring into, keep or use in **Your Home** or the Building and/or the Estate, any paraffin, petrol or other dangerous or containerised inflammable materials, including any heating, lighting or cooking appliance containing a reservoir of liquid or gas fuel, other than small quantities of general household goods.*

- *take all reasonable steps to ensure that your own fittings (e.g. cookers and fridges) meet current safety standards and are installed in accordance with the manufacturer's recommendations.*

- *not remove or tamper with fixed fire safety equipment such as smoke detectors, fire doors, self closing devices etc.*

- *ensure that you, anyone that lives with you and any of your visitors do not damage, dirty or otherwise abuse any lifts or communal areas in the Building.*

- *close any external and Safety and Fire doors in and to the Building*

- *control and not lend out any key to the Building and/or the Communal Areas in your possession and not share Door Entry Codes (with the exception of Clause 3.11above – Absence From Home.*

- *regularly test all smoke detectors in **Your Home**. Where a smoke detector is battery operated you must change the batteries as often as is necessary to ensure that the smoke alarm works. Where the smoke alarm is mains operated you must immediately report any faults to us.*

5.7 IMPROVEMENTS

*You may make improvements, alterations and additions to **Your Home** at your own cost as long as you obtain the Society 's prior written consent, which will not be unreasonably withheld and all other necessary approvals (for example, planning permissions or building regulations approval). The Society may attach conditions when giving consent.*

Appendix 4 - Repair and Maintenance Responsibilities of Tenants

The tenancy agreement sets out the responsibilities of tenants in relation to the upkeep of their home. The examples below are provided as guidance and are not an exhaustive list.

Tenants are responsible for the repair, replacement and maintenance of:

Internal Decoration and Minor Maintenance

- Internal decoration, including wallpapering and painting.
- Filling minor cracks prior to decoration.
- Replacing curtain rails and picture hooks.
- Adjusting or replacing toilet seats.
- Replacing bath and sink plugs and chains.
- Replacing light bulbs, fluorescent tubes and starter switches, where safe to do so.

Fixtures, Fittings and Furnishings

- Repairing or replacing damage to kitchen units, worktops and internal doors where caused by the tenant, household members or visitors.
- Replacing lost or damaged keys.
- Replacing broken coat hooks, shelves and other tenant-installed fixtures.
- Maintaining and repairing tenant-owned appliances.

Gardens and External Areas

- Keeping gardens tidy and free from rubbish.
- Routine garden maintenance, including mowing grass, weeding and cutting back hedges.
- Maintaining sheds, greenhouses and other structures installed by the tenant.
- Removing unwanted items from gardens and external areas.

Plumbing and Drainage

- Unblocking sinks, baths and toilets where the blockage has been caused by tenant use.
- Keeping gullies, wastes and overflows clear of obstructions caused by the tenant.
- Replacing shower curtains and shower hoses.

Security and Access

- Replacing lost keys, fobs or access cards.
- Replacing locks where keys have been lost, unless there is a safeguarding or security concern which the Society agrees to address.
- Repairing damage to doors, windows or locks caused by the tenant, household members or visitors.

Damage and Negligence

Tenants may be charged for repairs where damage has resulted from:

- Negligence, misuse or carelessness.
- Deliberate damage.
- Damage caused by household members, visitors or pets.
- Unauthorised alterations or improvements.
- Failure to report repairs promptly, resulting in additional damage.
- Fly tipping or the removal of belongings left by the tenant.

Access and Reporting

Tenants are also responsible for:

- Reporting repairs that are the Society's responsibility as soon as they become aware of them.
- Taking reasonable steps to prevent damage to the property.
- Allowing reasonable access for inspections, servicing, safety checks and repairs.
- Complying with any requirements set out in their tenancy agreement relating to the care of the property.

Note: Where there is any doubt about responsibility for a repair, the Society will determine responsibility in accordance with the tenancy agreement, relevant legislation and the circumstances of the case. Repairs arising from fair wear and tear or defects for which the Society is responsible will not normally be recharged to tenants.