



Gravesham Borough Council

Housing Assets

Repairs & Maintenance Policy

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1. Introduction

Housing Assets is responsible for carrying out various works to or around Gravesham Borough Council owned housing and is divided into two distinct departments, Responsive Repairs and Asset Management. The work of these two departments will fall into one of the following categories:

- Responsive Repairs
- Investment
- Building Safety

Responsive Repairs - A responsive repair is a repair reported by or on behalf of a resident and is a repair to something that is already present within or around the property. These repairs are normally something that can't wait and therefore cannot be planned or included in a longer-term investment programme.

Investment– Investment works are those which are carried out when a component of the property (e.g. a kitchen, a roof, a boiler) has reached the end of its estimated lifecycle and needs replacing. In addition to information held on our systems, information obtained from the Stock Condition Survey and Energy Performance Certificates that we carry out on a regular basis is also used to create these programmes.

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

2. Scope and Standards for the policy

Gravesham Borough Council aims to provide a housing repairs and maintenance service that:

- Meets high standards of customer service
- Ensures that properties are repaired to a reasonable standard
- Ensures that investment programmes are scheduled appropriately and within budget
- Ensures that building safety works are completed within time
- Fulfils its statutory duties and complies with the laws regarding repairs and maintenance.
- Gives value for money and is sustainable

To achieve this, the council will:

- Meet our commitments within the Council's corporate plan.
- Carry out repairs in one visit where possible.
- Arrange appointments to inspect and carry out work where necessary.
- Set appropriate standards for the quality of work of our staff and our contractors.
- Ensure that repairs and maintenance work is carried out in accordance with health and safety legislation.
- Operate a system of quality assurance through the use of pre and post inspection by suitably qualified staff, and by conducting tenant satisfaction surveys.
- Consult with residents where needed and possible
- Set and regularly monitor key performance targets
- Continually monitor and manage the repairs and maintenance budget
- Continually monitor and performance manage contractors

The policy will be reviewed and revised on an annual basis.

3. Legal and Regulatory Framework

This policy is based on our legal obligations as a landlord and the Tenancy Conditions. The main legislation related to this policy is listed below:

- Landlord and Tenant Act (1985)
- Commonhold and Leasehold Reform Act (2002)
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations (1994)
- Defective premises Act, S.4 (1972)
- The Regulatory Framework for Social Housing in England from April 2015
- Homes (Fitness for Human Habitation) Act 2018
- Decent Homes Standard

4. Tenants' duties and responsibilities

The repairs that the tenant is responsible for are defined by the Housing Act 1988 and the Council's Tenancy Conditions.

In accordance with the tenancy conditions tenants are responsible for the following inside the property:

Maintaining and repairing the inside of the property including:

- Internal doors and catches, including cupboards
- Internal glazing
- Internal fittings, including skirting boards, door and window frames, bath panels, toilet seats, plugs and chains to sinks and baths, curtain rails and pelmets
- Internal decorations and finishes
- Plumbing to washing machines, dishwashers and so on, unless these have been fitted by the council
- Any items the tenant, their family or visitors have damaged, even those that are the responsibility of the council.
- Repairs to their own improvements
- Replacing tap washers where taps are dripping
- Replacing light bulbs and fluorescent tubes
- Lock changes and replacing keys/fobs

Tenants are also responsible for maintaining and repairing elements relating to the outside of the property including:

- Their own equipment, such as TV aerials (unless provided by the council), satellite dishes and electrical sockets
- Repairs to sheds
- Back garden paths
- Fencing repairs unless they meet the criteria of the fencing policy found at section 30 of this policy.

5. Landlord's Repair Responsibilities

Gravesham Borough Council is responsible for keeping the structure and outside of the property in good repair, including:

- External walls, external doors, external window frames and sills
- Drains, gutters, external pipes
- Access paths and steps to individual properties
- The roof and chimney (but not sweeping)
- The internal structure
- External decoration

Keeping in a good state of repair and proper working order:

- Installations for the supply of water, gas, electricity and sanitation. The service up to and including the gas and electrical meter is the responsibility of the service provider, unless the mains supply outside the home is owned by the council
- Installations for room and water heating fitted by the council
- Lifts, rubbish chutes and shared lighting serving the building or estate.

- Disabled adaptations that have been installed by the council (if the person for whom the adaptation was originally fitted no longer resides in the property, or the adaptation is no longer required, the council reserves the right to decide on an appropriate solution)
- Fences and gates which are the council's responsibility to maintain and serves a purpose.

A repairs responsibility chart can be found at Appendix 1

The council will not repair or replace a part or item if the tenant has removed it from the property without giving the council the opportunity to repair it, for example a door that needs replacing but has been disposed of.

6. Right to Buy

The council has no obligation to carry out certain repairs and maintenance work once a property is subject to a Right to Buy Application and will only carry out emergency or urgent works to property. These are limited to repairs required by law:

- Repairing and maintaining the structure and exterior of the property
- The landlord's heating and hot water appliances
- Pipes and wiring within the property
- Sanitary ware

We will only place repair orders for repairs needed by law (see section 7). Repairs taking place that are not needed by law will not be completed. Generally, repairs outstanding or underway at completion of the sale will be cancelled.

The property will also be removed from any future improvement programmes.

7. The Right to Repair

The Secure Tenants of Local Housing Authorities (Right-to-Repair) Regulations 1994 came into force on 01 April 1994. It places an obligation on landlords to carry out some small urgent repairs if they are likely to affect someone's health, safety or security.

Right to repair only includes repairs that cost less than £250. These are described in law as 'qualifying repairs' and must be carried out in within a set time limit (see the table below). The time limits do not apply if the cost of the repair is more than £250.

If the repair is not carried out within set time limits, then the tenant has the right to ask the council to get an alternative contractor to do the work.

If the second contractor does not complete the work within the extra time allowed, compensation may be payable. The compensation is fixed by the legislation at £10, plus £2 for every day that the repair is not finished, up to a limit of £50.

If a tenant asks for a qualifying repair to be carried out under the Regulations, then the council will issue a repair notice detailing:

- The tenant's name
- Their address
- Who will be carrying out the repair
- The nature of the repair
- The date by which the repair should be completed.

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

The Right to Repair **does not** apply in the following circumstances:

- Where the resident has confirmed to the council that they no longer want the qualifying repair carried out
- Where the resident fails to provide details for the council / contractor to gain access to their home
- Access for an inspection or for the repair to be carried out has not been provided
- Where the council / contractor needs to order special parts to complete the repair
- Where severe weather conditions prevent the contractor from completing the repair
- Leaseholder properties

8. **Rechargeable Repairs**

Gravesham Borough Council strives to ensure that all of our properties are repaired and maintained to provide a safe home environment for our tenants, making sure that day to day repairs are carried out on time and efficiently whilst still maintaining value for money. Where repairs are not attributed to fair wear and tear, they will be treated as rechargeable. Costs recovered will help improve our services and properties which will ultimately benefit our tenants.

The council will recover the cost of repairs that need to be carried out that are rechargeable due to damage, neglect, misuse or abuse by tenants, their family, pets or visitors to their property.

Where damage or neglect has occurred (for which the tenant is responsible) the tenant can arrange for the damage to be repaired themselves. However, if this does not meet current health and safety, building regulation requirements or, in the case of gas and electricity, the current legislation, the council

will carry out further works and charge the tenant the additional costs. In addition, the council will not be liable if a tenant has installed a defective system, fixtures or fittings without permission and may carry out and charge for repairs considered necessary for health and safety reasons or in situations of emergency, arising from the misuse of the property.

The council will continually make sure that tenants are aware of their obligations not to damage or neglect their property; this is formally agreed with the tenant when the Tenancy Agreement is signed.

Further information regarding recharges can be found in the Council's rechargeable Repairs Policy.

9. Reporting a Responsive Repair

For responsive repairs, our aim is to arrange an appointment during the first contact with the resident and complete the repair in one visit. If the work is being carried out by a contractor, they will contact the tenant direct to arrange an appointment.

During core hours (8.45am to 5pm) we operate a Repairs Administration Office, through which all repair requests must be made.

The council will aim to ensure that all urgent and routine repairs (with the exception of specialist work requiring contact with a third party) will be made by appointment with the resident. Residents may report repairs by any of the following means:

- By telephone on 01474 337777
- Online at gravesham.gov.uk/council-tenants-leaseholders/report-repair
- By email housing.repairs.team@gravesham.gov.uk
- In person at the Civic Centre, Windmill Street, Gravesend, Kent, DA12 1AU

When a tenant contacts us to report a repair, we will take the following steps:

- We will check the contact details, including telephone and email address and ensure we are talking to the correct tenant
- We will log the repair, so we can track its progress until it is completed.
- We will ask the tenant for a detailed description of the repair, the more detail we have the better chance we have of fixing the repair on our first visit.
- We will establish who is responsible for putting the problem right, if it is the council's responsibility, we will assess the priority of the repair
- Rechargeable repair – we will let the tenant know and take a deposit for payment from the tenant.
- We will also confirm if there are any other repairs outstanding in the property
- We will also confirm whether there is damp and mould present in the property.

10. Priorities and response times

Responsive Repairs

- **Emergency** – We will respond within 24 hours and make safe (including out of hours). This category is used when there is an immediate danger to a person or serious risk of damage to the property. A follow up appointment will be booked if further work is required.
- **Right to Repair** – We will respond within the legislative guidelines. This category is used when the repair being reported is listed within the guidelines. The tenant will be advised at what time and date they should ensure their property is accessible.
- **Routine** – We will book an appointment with the tenant at a convenient time, and within 28 working days. Follow-up work may require an additional appointment.
- **Major repair**- We will aim to complete the work within a three-month period, this is work which is so great could be deemed a capital improvement but is unable to wait to be added to a planned work programme.

11. Appointments and times

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

For right to repair issues, there are time frames that need to be adhered to, and therefore an appointment will be allocated and the tenant will be expected to make themselves available. Failure to allow access to the council or contractor at the allocated appointment time will mean the right to repair will no longer apply and the tenant will be unable to claim compensation.

Appointments are available Monday to Saturday for the completion of repairs along with pre and post inspections. The following options will be given:

- Morning: 8:30am to 1pm
- Afternoon: 1pm to 4pm
- Evening: 4pm to 7pm (Monday to Thursday only, 6:30pm Friday)

Tenants must make sure that they or another responsible adult is present at the appointed time so that we can access the property and carry out the repair. A responsible adult should remain present at all times whilst the repair is being carried out.

12. Forced Entry to Complete Repairs

We may require access to residents' properties in an emergency and will make all reasonable efforts to contact the resident or their representative to arrange access. We will provide not less than 24 hours' written notice to the resident before attempting entry unless there is a serious and immediate risk to safety. We will only enter a residence without permission or lawful authority in extenuating circumstances and with the agreement of a senior Manager/ Head of Service. We will in all cases of access ensure that the property is secured and the resident able to gain access without delay and will make arrangements to repair any damage caused by entering the home.

13. Missed Appointments and No Access

When booking an appointment for either a pre inspection, responsive repair, or post inspection, the council will confirm the date and time of the appointment with the tenant at the time of booking and will follow this up with an email or text (unless it's an emergency call out).

If the tenant is out on our first visit, we will leave a card to let them know we have called and this will be recorded on our system with photographic evidence.

If not repairing poses a serious safety risk or is potentially dangerous for other residents of the building or could cause further damage to our property, we will take appropriate steps to gain access to the property.

If the tenant fails keep three consecutive appointments or refuses access to employees or contractors, the Council will charge the tenant £40, which will be invoiced directly to the tenant, unless the tenant can justify why they did not attend (emergency, doctors etc.) and proof will be required. It will then be the tenant's responsibility to reschedule another appointment.

Failure to pay the charge will result in recovery action.

The council will also compensate the tenant £40 if we fail to keep three consecutive appointments with the tenant and have not notified them in advance. This will only include missed appointments for a scheduled inspection or repair and will not apply to emergency appointments. It will also only cover where we have needed to access the property to carry out the work and not communal repairs. It will not cover missed appointments for circumstances which are outside of the council's control, such as adverse weather, extreme traffic, staff sickness etc.

Tenants will only be eligible to claim compensation for missed appointments if they are up to date with their rent or service charge, where applicable.

14. Out of Hours Service

The council operates an Out of Hours service, to deal with emergencies that occur outside of normal working hours. This service can be accessed using the normal council telephone number.

The council considers an emergency to be where there is an immediate danger to a person or serious risk of damage to the property, and therefore the tenant must ensure this applies before using this service. During the initial call, the tenant will be asked a series of questions to establish whether or not it is considered an emergency. If it is not deemed to be an emergency, the tenant will be advised to call back during normal working hours. If the council attend, and it is not considered to be an emergency, the council will recharge the tenant the cost of the call out, which is £40. No work will be completed during the out of hours call out unless it is a genuine emergency, and the council will only 'make safe' and arrange follow up works the next working day if needed.

15. Pre-inspections

Some jobs will require a pre-inspection before the repair appointment can be arranged, to establish the extent of the works. These will be where the scope of the job is not known or if the diagnosis given by the tenant is not detailed enough.

Pre-inspection of repair problems are carried out in the following circumstances:

- The repairs cannot be properly diagnosed without an inspection
- The defect is one that is commonly diagnosed incorrectly
- The repair will require a detailed specification
- The item has been recently repaired
- The property has been the subject of an usually high number of repair requests
- The repairs may be rechargeable to the customer as a result of damage or neglect
- The repair is likely to cost over £500

The council will aim to pre-inspect repairs within 10 working days of the report being received from the tenant or leaseholder. Appointments will be arranged at the time of the repair being reported, where possible.

Such inspections will be carried out by a surveyor or a nominated contractor representative. Repairs will then be issued in the appropriate timescales or if not classified as a responsive repair, referred to the Asset Management Team for consideration to be included onto a planned works programme.

16. Like for Like Repairs and Making Good

If an item is beyond repair and needs to be replaced, this will be on a like for like basis unless there is a more financially viable option. There are occasions where we may not replace on a like for like basis due to a particular item no longer being available or being a more practical solution. This will be discussed with the tenant before the work is carried out.

If the council has to replace a part to the tenant's kitchen or bathroom, we will try and make sure it matches with what the tenant already has. However, if this is not possible, the council will endeavour to provide the nearest possible match. The council will not replace all of a tenant's kitchen units or bathroom suite because an exact match cannot be found.

'Making good' means that after completing a repair the council will also prepare the surface immediately around the repair so that it is ready to be decorated, for example after there has been a leak, or where a component has been replaced.

The council will not be able to 'make good' if the tenant has covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate or other finish.

Where damage to decor has occurred and this is not the fault of the council or its contractor the tenant will be responsible to claim from their home contents insurance.

17. Tenant's Improvement Works

Secure tenants have certain rights to make improvements in the property, with written consent from the council. This may include for example a new kitchen or bathroom but excludes external decoration and alterations and additions to the installations, fixtures and fittings in the property. The Council will not unreasonably withhold consent but will make it conditional upon the work being carried out to an appropriate standard.

In deciding whether to give consent for improvements matters including the safety of the property for occupiers will form part of the considerations, along with any expenditure the Council may have to incur, and the impact on the value of the property. Failure to seek the council's consent or to comply with any conditions will be a breach of the tenant's obligations under their tenancy.

In addition, the tenant will be required to reimburse the council for any expenditure it may incur in carrying out repairs to the property as a result of the tenant failing to obtain the council's consent or failing to carry out the works in accordance with the council's conditions or other statutory requirements.

Tenants will also be responsible for maintaining any fixtures / fittings they have installed themselves. The council will not maintain items left by previous tenants and may remove them as an alternative to repairs unless we have agreed responsibility to do so.

It is not advisable for residents to lay fixed floor coverings (tiles, hard wood or laminate) in their homes. This is due to the difficulty in removing them to carry out essential works such as under floor pipe work, without damaging the fixed covering. The council does not advocate the installation of fixed floor coverings. Where residents have installed fixed wall or floor coverings, they are responsible for obtaining the correct noise insulation, contents insurance cover and for removing them for works which we deem essential. If the tenant is unable to remove the covering themselves, the council will undertake this on their behalf but will recharge the tenant. This will also apply to any other tenant installed fixture or fitting, such as fitted wardrobes that prevent the council from undertaking necessary work.

The council retains the right to recover costs of removing fixed floor or wall coverings from tenants who have installed them, on their departure from the tenancy when the property becomes void.

18. Inherited Improvements

An 'inherited improvement' is improvement work that has been carried out by a previous occupant, which the new tenant may have the option of accepting when they move in.

If a new tenancy starts, through a succession, assignment or mutual exchange agreements, and the new tenant accepts the improvements in writing they will be responsible for all repairs and maintenance or replacement of the improvement.

19. Quality Assurance / Post Inspections

Gravesham Borough Council aims to conduct post inspections on 10% of all responsive repair work costing under £500, for both in-house operatives and contractors. The 10% will be selected at random.

In addition to this, further inspections will be carried out where a concern regarding the work has been raised by the tenant or housing officer.

For all responsive repairs over £1,000, 100% will be post inspected.

It is important that tenants allow us access to their property to post inspect the repair after completion.

20. Minimising Loss

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

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

21. Tenant Liabilities for Damage to Adjoining Properties

If the tenant, a member of their family, a visitor or a pet causes damage to an adjacent property the tenant is responsible for the cost of repairing the damage. This includes instances where the damage caused is accidental. This is part of the Tenancy Conditions.

The tenant can either use their own insurance or make other arrangements to pay the costs directly to their neighbour.

22. Contractors

Gravesham Borough Council is committed to completing as much in house work as possible, but will engage contractors for some responsive repair work, servicing and improvement programmes.

Contractors will be procured in accordance with our standard procurement procedure. Where possible; resident input will be sought on all major contracts.

All competition for Gravesham Borough Council work will be in accordance with our financial regulation, Standing Orders and the council's constitution.

Where work has not been completed to a satisfactory standard by a contractor, they will be expected to return to rectify the fault as soon as is reasonably practical.

All successful contractors will have demonstrated adequate third-party insurance and compliance with all statutory regulations.

23. Investment Programmes

Gravesham Borough Council aim to maintain all our properties in good condition through investment programmes which are drawn together mainly from information obtained during stock condition surveys and energy performance certificates, but also from resident consultation, from referrals from the repairs team and 'made safe' responsive repairs. The stock condition and energy performance data will be used to create programmes of improvements and investment.

The Council will notify the tenant well in advance of any programmes taking place and will ensure the tenant is kept up to date with all relevant information, including timescales. Should the tenant refuse for the work to be undertaken, or if they make accessing the property difficult for the council or its contractors in order to complete the work, they will be removed from the programme.

No replacements will be made if there is sufficient life left in the component or if the life expectancy can be extended by way of a minor repair. All works carried out as part of an investment programme are covered by a defects liability period which will start from the date of completion and the works will be carried out by the original contractor and will not be reported to the day-to-day repairs team.

24. Aids and Adaptations

Gravesham Borough Council recognises the impact aids and adaptations in and around the home can have in helping someone with a disability to maximise their independence. The policy also recognises

that alternatives to the provision of new adaptations will be explored with the tenant and their household and in some cases, tenants will be required to move to more suitable accommodation.

The Council is committed to meeting the needs of tenants, which may change over time, as well as effectively using the council's existing housing stock and ensuring a fair distribution of aids and adaptations within finite resources. Whilst the needs of tenants will be given proper consideration it is inevitable that the use of the council's housing stock must additionally be considered in parallel to ensure that residents are being treated fairly, particularly where the nature of the adaptation is substantial.

Due to the importance of this, the Council introduced its own standalone policy in August 2022 which outlines the processes when cases are reported by tenants or identified by the Council and the action that will be taken and support that will be given to the tenants to access this service.

25. Building Safety

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

- Passenger Lifts
- Stair Lifts
- Water Hygiene and Legionella testing
- Disabled Adaptation equipment (e.g. hoists)
- Fire detection and extinguisher servicing
- Sprinkler Systems
- Emergency Lighting
- Dry Risers
- Lightning Conductors
- Water Pumps
- Sewage Pumps
- Access Control Systems (Door entry & Automated gates)
- Warden Call
- Communal Aerials
- Ventilation (Fans)
- Petrol Interceptors
- Gas safety servicing (see below)

26. Gas Safety Checks

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

The annual check by our contractor will involve:

- A full check on all landlord pipe work and gas appliances
- A visual inspection of the tenant's own gas appliances e.g. cooker

If any appliance is found to be immediately unsafe it will be disconnected from the supply and a warning notice will be served.

The council will order work to repair landlord pipe work and appliances. The tenant will be responsible for repairing or replacing their own appliances at their own cost. Any repairs must be carried out by a Gas Safe registered engineer.

Every tenant must give access to our contractor to carry out the annual gas safety checks and the gas servicing team will follow the Non-Access Procedure should access not be obtained.

Any associated costs incurred with obtaining court authorisation to enter the property will be recharged to the tenant such as warrant and gaining entry.

27. Leaseholder Obligations

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

The Structure:

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

Communal areas:

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

Installations, fixtures and fittings:

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

Leaseholders are responsible for:

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

The leaseholder will be responsible for repairing any damage due to neglect or carelessness caused by them, a member of their family, tenant, visitor or pet.

The council will invoke the Recharge Policy if there is evidence that damage is the fault of a leaseholder or their household or visitors but refuses to take action.

28. Garage / Parking Space Repairs

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

In all instances of termination garages should be left in the same good condition in which they were let. This means that no graffiti or unreasonable damage should be left unrepaired. The garage or parking space should also be clean and clear of any rubbish or belongings. Should this not be the case then this will be rectified by the council and the costs recharged to the tenant.

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

Any garage repairs will be allocated a response priority of 28 days, however on occasion may be longer if parts are required and cannot be sourced within the timescale. The council will respond sooner if the repair is a risk to the health and safety of members of the public to make safe. The contents of the garage are the responsibility of the tenant and it is important they make alternative arrangements whilst the repair is waiting to be carried out if the contents is at risk of being damaged. In these circumstances where the repair means the tenant is unable to use their garage, rent may not be charged and will be at the discretion of housing management.

Tenants must take out their own insurance for garage contents.

29. Damp and Mould

Following the tragic death of two-year-old Awaab Ishak from Rochdale, which was attributed to health issues arising from mould in the family's home it has highlighted the serious nature of damp and mould in homes.

Due to the importance of dealing with damp and mould appropriately, the Council introduced its own standalone Damp, Mould and Condensation policy in March 2023 which outlines the processes when cases are reported by tenants or identified by the Council and the action that will be taken and support that will be given to the tenants to resolve the issues.

The policy also outlines what the Council will do to ensure that preventative measures are in place to reduce the number of cases that are received including the introduction of an 'Every visit counts' approach ensuring all frontline officers across the Housing directorate, who carry out home visits, take responsibility for reporting damp, mould, and condensation in homes.

30. Fencing

Demand for fencing will always exceed resources available and there is a need for a consistent and transparent approach to manage what the council deliver to tenants. Gravesham Borough Council has no statutory responsibility to provide fencing to tenants and fencing repairs and replacement is the responsibility of the tenant.

The Council will only undertake fencing replacement in the following circumstances:

- If the fence backs on to an alleyway or footpath. This will be a close board fence for safety, security and privacy reasons.
- Where the council has a responsibility to maintain land, i.e communal areas.
- Where the property is empty, the council may undertake a repair / replacement before it is re-let.
- Where the council does provide fencing between properties this will be a chain link fence or whichever offers best value for money at the time.

Repairs to gates including hinges and latches are the responsibility of the tenant.

In order to support tenants that are elderly and / or have a disability the council will carry out fencing repairs if they meet the following criteria:

- Where a named tenant on the tenancy is aged 65 years or above.
- Where a named tenant on the tenancy is registered disabled. Evidence will need to be provided to the Housing Officer before any work will be undertaken

If the fence is beyond repair and requires complete replacement, this will be the responsibility of the tenant to replace.

Tenants with an active Right to Buy application will not be entitled to receive any assistance, even if they meet the criteria outlined above.

Properties where hedges / shrubs provide the defensible space to properties are the responsibility of the tenant to maintain and keep in order. Walls that provide defensible space to properties remain that responsibility of the council to maintain.

A tenant can request that the council undertakes the work on their behalf and the full cost will be recharged to the tenant, which needs to be paid in advance of the works being undertaken.

31. Insurance

The tenant is responsible for any damage, caused by the neglect or carelessness of the tenant, a member of their family, visitors or pets and therefore should ensure that their home and its contents are insured.

The tenant is responsible for any loss or damage to their home due to theft, flooding or accidental damage. The tenant may also be responsible for damage caused to another property, for example, caused by flooding from their property.

The council routinely advises tenants to take out home insurance to cover:

- Furniture and fittings
- Personal belongings
- Clothes
- Food and drink
- Jewellery and other valuables
- Rented equipment

The council actively promotes the council's home contents insurance scheme or a tenant can make their own insurance arrangements which should, as a minimum, match the standard provided under the council's scheme.

Tenants who rent garages must also ensure there is adequate insurance cover for the contents of the garage.

32. Zero Tolerance

Gravesham Borough Council has a zero-tolerance attitude towards the abuse of any staff or contractors by residents and their visitors. Where such behaviour occurs, the Council may limit access to the repairs service, except in the case of some emergency works.

All tenants and their visitors are expected to treat all staff with respect and dignity. This means that they must refrain from behaving in a way that is aggressive, threatening, abusive, or insulting. Nor must they engage in any behaviour, intentional or otherwise, that constitutes harassment or discrimination.

Gravesham Borough Council will take reasonable measures to protect staff from such behaviour where appropriate, including suitability for tenancy.

The Council also expects its own workforce and contractors working on our behalf, to comply with the council's code of conduct at all times.

33. Equality and Diversity and Vulnerable Tenants

The council will aim to deliver services that do not unfairly discriminate on any basis.

The council will offer an enhanced service to those qualifying tenants who may be less able to maintain their property, based on age and disability.

The council will ensure understanding of important information by employing translators or by arranging translation of documents where needed.

Our contractors are expected to demonstrate the highest levels of customer care and will provide translators when required and carry out minor domestic tasks for the elderly or disabled where it is necessary to complete a repair e.g. moving furniture or re-hanging curtains.

This policy has been fully assessed and confirms that the council's approach to repairs and maintenance will not adversely affect any individual or group.

34. Domestic Abuse

In a domestic violence situation, the council may provide the victim with extra assistance. The council may change front door locks or do repair work that relates to incidents of domestic violence if it has been reported the Police and a crime number can be provided.

35. Performance and Monitoring

Feedback from customers on the quality of the service received is important to the council to help in the continuous improvement of the service. Regular and random customer satisfaction surveys will be carried out following the completion of a repair and this data will be used to shape the service improvements in the future.

If our residents at any time feel they have been aggrieved or treated unfairly throughout any process they can appeal in accordance with our complaint's procedure. A copy of Gravesham Borough Councils Complaints policy and procedure is available upon request or via the website.

To ensure that the council maintains high service standards, we will monitor the effects of this policy using a range of key performance indicators. Performance data will be shared on a regular basis with Housing Management, tenants and will be available on our website.

APPENDIX 1

Repair Responsibility Chart

Repair		Responsibility	
		Council	Tenant
Boundaries	Fences, walls and gates dividing or otherwise which do not form boundaries to Public Highways and/or Public Footpaths		✓
Boundaries	Fences, walls and gates that form boundaries to Public Highways and/or Public Footpaths	✓	
Boundaries	Establish and mark boundaries for our properties		✓
Condensation	Advice and assistance available from us upon request)		✓
Doors	Internal door(s), frames, handles, latches, locks and draft proofing		✓
Doors	Internal door operation and adjustment (where existing)	✓	
Doors	Fire doors	✓	
Doors	External door, frame or lock repairs following a break in (if a crime number isn't provided)		✓
Doors	External door operation and adjustment, frames, locks and ironmongery provided by us	✓	
Doors & Windows	Cleaning, lubrication and basic upkeep and maintenance		✓
Electrical	Fuse box, wiring, sockets and light fittings	✓	
Electrical	Equipment or circuits not owned or installed by us		✓
Electrical	Light bulbs, plugs and fuses		✓
External	Roof, chimney stack, guttering, rainwater goods, fascias, soffits	✓	
External	Pathways and hard standings to dwellings, outbuildings and garages provided by us	✓	
Finishes	Seals and tiling around bath, basin, worktops, etc, where provide by us	✓	
Finishes	Internal decoration		✓
Floors	Loose floor coverings, fitted carpets, laminate flooring, etc		✓
Floors	Floorboards, sub floor or tiling provide by us (except for damage due to neglect or misuse)	✓	
Gardens	Maintenance, removal and disposal of vegetation		✓
Glazing	Defective or broken glazing (except for damage due to accident or misuse)	✓	
Heating	Chimney sweeping open fires and Tenants own appliances		✓
Heating	Heating systems, radiators, thermostats, timers, etc installed by us	✓	
Heating	Chimney sweeping for a Gravesham Borough Council provided solid fuel heating system	✓	
Infestation	Vermin, rats, birds, squirrels	✓	
Infestation	Insects, ants, wasps, fleas, bed bugs		✓
Insulation	Loft, cavity wall, pipes and cylinder jackets	✓	
Kitchen	Cookers/ovens gas or electric installation including any required modifications to kitchen		✓
Kitchen	Kitchen units and worktops (except for damage due to neglect or misuse)	✓	
Plumbing	Taps, gate and wheel valves	✓	
Plumbing	Toilet seat re-fix or renew, plugs and chains to baths and sinks		✓
Plumbing	Water service pipes, tanks and overflows	✓	

Plumbing	External taps		✓
Plumbing	Blocked waste pipes or traps within the property (except for flats or when caused by a defective system)		✓
Plumbing	Toilet pan and cistern, baths and showers provided by us	✓	
Plumbing	Soil vent pipes, drains and chambers	✓	
Rubbish	Rubbish and debris clearance and disposal from property, land or garage		✓
Safety	Staircase, banisters and handrails (except for damage due to neglect or misuse)	✓	
Safety	Gaining entry where locked out including repairs as the result of gaining access		✓
Safety	Keys for window locks provide by us	✓	
Safety	Asbestos testing, assessment and removal where posing a risk	✓	
Safety	Door Entry Systems provided by us	✓	
Safety	Window safety restrictors above ground floor to childs bedroom	✓	
Safety	Keys for doors		✓
Safety	Additional door locks, chains and viewers		✓
Safety	Smoke alarm battery replacement		✓
Safety	Window safety restrictors to ground floor or rooms ther than Childs bedroom		✓
TV Equipment	TV aerials, satellite dishes and telecommunications equipment		✓
TV Equipment	Communal TV aerial systems provide by us to flats and maisonettes	✓	
Utilities	Electricity and Gas supplies from the meter	✓	
Utilities	Electricity and Gas meters and supplies to the meters		✓