



City of Westminster

HOUSING REPAIRS POLICY

September 2024

1. Introduction

1.1 We recognise that the quality of our repairs service has a direct impact on the quality of life of our residents, affecting both health and wellbeing. We want to make sure that the effect is positive and that our repairs services are easy to use and worthy of our resident's trust.

1.2 This Housing Repairs policy sets out what our tenants and leaseholders can expect from our responsive repairs services. It incorporates the expectations of the Regulator of Social Housing with regards to property repairs and seeks to ensure that our homes are well maintained, contributing to the provision of a safe and healthy living environment.

1.3 This policy outlines the council's approach to managing repairs. It reflects the importance of maintaining safe homes, recent legislation and government guidance.

2. Policy aims and objectives

2.1 We aim to provide all our tenants with a safe, warm and secure home that is well maintained.

2.2 We understand how important this service is to our residents and we are striving to make improvements to achieve the following aims and objectives:

Managing repairs services

- To keep residents at the centre of everything we do and be treated with empathy and respect by all staff and contractors involved in delivering our repairs services.
- To invest in, and manage, our properties to ensure our homes meet all statutory, regulatory and contractual obligations.
- To maintain fit for purpose asset management data and hold comprehensive, accurate, and up-to-date information on our homes.
- To hold current and historical repairs information through our contractors and housing management systems to provide an accurate and clear record of our work and decisions.
- To share summary repairs performance information with our Resident Panel, Resident Forum and other resident groups as agreed.
- To confirm appointments with residents before attending a visit and, if unable to fix first time, we will keep residents informed throughout the duration of the repair.
- To work closely with our contractors to ensure that we co-ordinate visits to minimise disruption whenever possible.
- To work closely and collaboratively with our contractors and monitoring their performance to ensure they are meeting and wherever possible exceeding agreed contractual targets.

- Drive a first-time fix approach for all repairs where possible and actively monitor this through our service performance framework.
- To share details of the staff managing and delivering repairs services with our residents.
- To listen to feedback from our residents and to continuously improve our repairs service.
- To ensure that it is clear to residents where responsibility lies for completing repairs and that escalation routes are open and transparent.

Quality

- To apply rigorous contract, relationship, risk, cost and performance management to the operation of our contracts and the overall repairs service.
- To use repair post inspections, estate inspections, resident satisfaction surveys and photographs of completed works to monitor and improve performance.
- To make first-time fixes wherever possible.
- To provide residents with regular updates where a repair requires multiple trades, repeat visits or case management.
- To call contractors back on site when works are not completed or do not meet the required quality standard.
- To ensure that all repairs are by pre-arranged appointment with no unannounced visits except in case of emergency.
- To set out clear requirements for all operatives before they can record an appointment as missed and to analyse data on missed appointments.
- To analyse repairs data to identify problems and delivery trends and make changes to ensure that the service is always improving.
- To ensure we keep and retain records of each visit and share appropriate information with contractors whenever appropriate.
- To ensure innovation is an integral part of the improvement process.
- To listen to and learn from feedback from the Housing Ombudsman, Social Housing Regulator and other regulatory authorities.

3. Scope

3.1 The policy only covers properties where the freehold is owned and managed by Westminster City Council.

3.2 The policy is restricted to the council's tenants and leaseholders. Their rights and responsibilities are set out in their respective handbooks. People who are neither council tenants or leaseholders are outside of the scope of this policy. The tenant handbook can be found online here: [Tenant handbook](#) and the leaseholder handbook can be found online here: [Leaseholder handbook](#).

3.3 Tenant Management Organisations (TMOs) are responsible for managing certain repairs within the homes they manage, although the repairs they manage can vary. Residents of TMOs can contact their TMO office or the City Council to report a repair regardless of whether the responsibility to undertake the repair is with the TMO or the City Council.

4. Definitions

- **Landlord (or social landlord)** for the purpose of this policy the landlord is Westminster City Council.
- **Residents** for the purpose of this policy are Westminster City Council tenants and leaseholders only.
- **Vulnerable (or vulnerability)** is a resident who has characteristics that mean they are less able to cope with a situation which may impact on their health, safety, or wellbeing, and have an increased need for support.

5. Repairs policy commitments and principles

5.1 Repair Priorities

5.1.1 We give every repair job a target date for completion using the following categories. This helps us to manage all responsive repairs effectively.

Job category	Timescale	Definition
Immediate	24 hours – attend within two hours and make safe within 24 hours	Issues which pose an immediate health and safety risk such as total loss of electric power
Urgent	1 to 7 days – attend within seven working days to undertake repair	Works that do not pose an immediate threat or safety risk but negatively impact on an occupant’s access to utilities or need repair such as blocked sink, bath or basin
Right To Repair	1 to 7 days – attend and complete work in line with Right To Repair legislation	See below
Non-urgent (or routine)*	Up to 28 days – attend and complete work within 28 working days	Work that poses no threat to occupants and/or may require substantial repairs

*Where works require the issuing of a Section 20 Notice, these will sit outside of the published timeframe.

5.1.2 We treat the following as immediate repairs: total loss of water, loss of heating (in winter), burst pipe, flooding, total loss of power, unsafe electrics, unusable toilet (where there is only one in the home), unsecured ground floor window or door, offensive or racist graffiti and, dangerous glazing in doors and windows.

5.2 Qualifying repairs under the Right to Repair scheme for secure tenants

5.2.1 The Government has listed 20 common repairs under its Right to Repair scheme and set a period of working days in which they must be completed. To meet the requirements of the Right to Repair scheme the repairs must cost under £250 and not be caused by misuse.

5.2.2 If we do not complete a qualifying repair within the prescribed period, tenants have the right to ask the council to get a second contractor. If the work is not completed in the second prescribed period, tenants may be entitled to compensation.

5.2.3 If an inspection is needed, the council is allowed extra time. If the inspection identifies the need for more extensive works costing more than £250, this is no longer covered under the Right to Repair and tenants will be given more details on the target time for completion.

5.2.4 Only secure tenants qualify for the Right To Repair. It is not applicable to leaseholders.

5.2.5 Qualifying repairs under the right to repair scheme and the response times are summarised in the table below:

Repair type	Response time (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
Heating or hot water not working between 1 November and 30 April	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7

5.3 The council will not undertake repairs which are as a result of damage caused by our residents, or anyone invited into their homes. A list of repairs that we are not responsible can be found in the Tenants Handbook.

5.4 Customer care

5.4.1 All contractors must abide by the council's customer service standards.

5.4.2 Our contractors attend all repair priorities between 8am to 5pm Monday to Friday. Our contractors also attend immediate repairs outside of these hours, attending to these within two hours and making them safe within 24 hours.

5.4.3 We provide clear and accessible information for our residents about repair responsibilities and how the service works. This is set out in our Tenants Handbook, Lessee Handbook, and on the council's website. We may recharge residents for repairs that are not our responsibility or are the result of damage caused by unreasonable behaviour.

5.4.4 We will involve residents and seek and respond to their views as we design and run services, this will be through the Resident Panel, Resident Forum and other established forums.

5.5 Technology

5.5.1 We aim to maximise digital opportunities, providing services that are digitally enabled, convenient and accessible to residents. Where possible real time repair information will be communicated to our residents to speed up the resolution of repair enquiries and complaints.

5.6 Repairs to properties identified for Estate Regeneration

5.6.1 Where properties are earmarked for demolition, it is important that they are kept in a reasonable condition while they remain occupied. We will make a series of commitments to residents in such circumstances, and they will be discussed directly with any residents affected.

5.7 We will communicate effectively by:

- ensuring tenants are informed about the steps that will be taken to undertake repairs and the timeframes for the work
- communicating with residents in a timely and sympathetic way
- allocating a dedicated surveyor to case manage your repairs. They will be a dedicated point of contact and arrange the necessary work and ensure communications are maintained until the work is completed
- ensuring details of how we can support residents concerned with their repairs are published online
- reviewing the policy regularly with residents and monitor the effectiveness of the policy and the commitments it makes
- ensuring that performance is monitored against detailed Key Performance Indicators and by reporting regularly on performance against these targets, providing our Resident Panel with quarterly performance information as part of a repairs update
- inviting the Resident Forum and Resident Panel to feedback on the policy at regular intervals and to work with us to ensure that the policy underpins continual improvement.

6. Mechanical and Electrical

6.1 Mechanical and Electrical works that are listed as qualifying repairs for the Right To Repair are covered by this policy.

7. Prevention and disrepair

7.1 We are committed to improving our services and meeting our statutory and regulatory obligations, including those set out in the Homes (Fitness for Human Habitation Act 2018). We aim to keep our own and freehold properties free from disrepair by identification and speedy resolution.

7.2 We aim to investigate disrepair claims objectively and promptly, establish liability, and reinstate homes quickly and effectively to ensure customer satisfaction and avoid the need for any court action.

7.3 Whatever works are required, we will always consider the individual circumstances of the household, including any vulnerabilities, and whenever appropriate we will provide temporary accommodation.

7.4 We will identify potential disrepair issues during our void maintenance process and where possible futureproof homes from the risk of disrepair including remedying any defect before the property is re-let.

7.5 Futureproofing will include considering ventilation and thermal works during the void process. The property must be fit for habitation before new occupants move in.

7.6 Our staff and contractors will report back to the relevant property and maintenance team immediately when they become aware of repair issues while visiting a property or estate.

7.7 Where we have repeatedly failed to address repairs and residents seek redress through a legal disrepair claim, we will continuously review progress to ensure maximum learning and service improvement.

8. Managing disrepair claims

8.1 Disrepair is a repair that either falls within the remit of a defect that the landlord is liable to repair or that has been reported to the landlord but the landlord has not carried out in accordance with the landlord's own timeframes for carrying out a repair.

8.2 We follow the Pre-Action Protocol when responding to all legal disrepair claims:

- Where a customer issues a disrepair claim, we instruct a solicitor to act on our behalf.
- We consider using alternative dispute resolution (mediation) methods where reasonable to resolve matters at the earliest opportunity to avoid legal action. We will, where appropriate, consider settlement including financial settlements to resolve disrepair claims.
- Where appropriate, we instruct an expert or single joint expert in conjunction with the customer or their third-party legal advisor to inspect the property for evidence of disrepair.
- We undertake an agreed schedule of works to remedy disrepair within a reasonable timeframe. This may sometimes mean that parts of the property will be inaccessible while works are undertaken. Where this means the property is uninhabitable (for example if the kitchen or bathroom is inaccessible) we will provide temporary alternative accommodation in line with the council's Housing Allocation Policy.
- We will take account of a resident's vulnerability and their needs including children with an Education, health and care plan and school location.
- If residents are required to move into temporary alternative accommodation, we will explore needs as early as possible.
- We exchange information with solicitors or other agencies requests in line with the Pre-action Protocol and our Data Protection Policy.
- The council has an obligation to collect outstanding rent arrears and if a tenant has rent arrears and is awarded damages/compensation, we will deduct the sum of outstanding arrears before settling with the plaintiff's solicitors.
- Where disrepair has been reported and subsequent attempts to access the property have failed, we will pursue formal routes, including access injunctions and enforcing the tenancy agreement where necessary, to obtain access.
- The council publishes details of how to make a building insurance or public liability claim online: [Insurance claims](#).

9. Damp and mould

9.1 We recognise that many of our tenants and leaseholders experience damp and mould and that these can be a health hazard. There are lots of factors that cause damp, condensation and mould and they are often difficult to manage. However, we will tackle every case and every problem pro-actively adopting a 'zero tolerance' approach to damp and mould.

9.2 The council has a separate [Damp and Mould Policy](#) that sets out the steps that will be taken once a report of damp and mould is received.

10. Window restrictors

10.1 The council has a separate [Window Restrictor Policy](#) that sets out how we will prioritise and respond to reports of defective window restricting devices within our properties or in communal areas.

11. Tenants with vulnerabilities

11.1 We will take time to understand any reasonable adjustments we need to make for residents who are vulnerable and require additional support. When repairs are reported we will proactively identify vulnerabilities including children with disabilities and health conditions.

11.2 We will ask tenants if they or any household members have health needs or disabilities that mean we may need to do something differently to deliver the repair. This could include the speed at which the repair is completed or the help and support we offer while waiting for the repair to be completed.

11.3 Where a vulnerability is known to the council, we will endeavour to attend urgent work within three working days.

11.4 When our staff and contractors visit council properties, they will actively identify any vulnerability or safeguarding concerns and raise these with the local housing team to investigate.

12. Social value

12.1 Social value is a core part of the contracting process. Ethical and responsible procurement is central to this. We will seek commercial partnerships with suppliers and encourage innovation and an approach to Social Value which aligns with the council's priorities. This desire includes tackling the climate emergency.

12.2 When evaluating bids, we seek partners who commit to delivering initiatives that provide the best social or environmental outcomes for people who live and work in Westminster by creating employment opportunities, utilising local supply chains, and targeting under-represented groups in the community.

13. Equality, diversity & inclusion

13.1 We have carried out an equality impact assessment (EIA) to consider the positive and negative impacts this policy may have on people with protected characteristics under the Equality Act 2010 and have concluded that implementation of this policy presents no barriers to accessing the service or processes or unintentionally disadvantages any protected group.

13.2 The aim of treating all residents equally and including discretion to assess the impacts of a service failure or loss are built into the policy so that we do not have to have to apply a one size fit all solution.

13.3 When required, council officers will assist residents, by, for example, helping to complete paperwork or offering translation services.

14. Communication

14.1 We will provide information on this policy using various methods such as setting out a summary on our website and via our residents' newsletter.

15. Data Protection

15.1 Where information needs to be shared with our staff and partners to deliver our repairs service, this will be in line with data protection requirements ensuring:

- data is processed lawfully, fairly and in a transparent manner
- data is collected for a specific and legitimate purpose and not used for anything other than its stated purpose
- data is relevant and limited to whatever the requirements are for which the data is processed.

15.2 Further information on the council's responsibilities for data protection can be found here: www.westminster.gov.uk/data-protection.

16. Training

16.1 We will provide all staff responsible for implementing this policy with comprehensive training and ensure that the repairs process is sufficiently robust to ensure compliance with this policy. In addition, staff guidance and training on lessons learnt from previous failings will form part of our commitment to ongoing service improvements.


17. Monitoring and learning


17.1 Westminster Housing tenants and leaseholder who wish to make a complaint about the housing repairs service are able to contact the housing contact centre on **0800 358 3783** or visit one of our housing service centres to make a complaint in person.

17.2 We will use the learning from feedback on our repairs service and from complaints to seek information about service failures to ensure we continuously improve our service to residents. As part of this policy, we are keen to understand any inequalities linked to access, experience and/or support and we will introduce processes to identify such issues.

17.3 In addition, an annual review of this policy will be undertaken by the Housing Service to incorporate legislative and regulatory requirements and best practice developments.

Get in touch:

 [westminster.gov.uk](https://www.westminster.gov.uk)

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