

Housing Repairs and Maintenance Policy

1. Overview/Policy Statement

- 1.1 This policy is joint between South Oxfordshire and Vale of White Horse District Councils (the councils). The purpose of this Repairs and Maintenance Policy is to provide clear guidance for staff, tenants and licensees regarding the management of repairs and maintenance services of council-provided housing accommodation.
- 1.2 This policy applies to all tenants or licence holders (collectively called tenants in this document) that are occupying any form of council housing, including temporary accommodation, provided by the councils.
- 1.3 In line with requirements from the Regulator of Social Housing (RSH) and other statutory bodies, this policy meets current statutory and regulatory requirements and aims to ensure that all properties are well-maintained, safe, and in good repair, whilst also promoting efficiency, transparency, and effective communication in the repair processes.
- 1.4 It establishes the statutory responsibility of the councils, their role and that of tenants, outlines the procedures for reporting and addressing repairs and ensures that repairs are conducted promptly, fairly, and to a high standard.
- 1.5 By implementing this policy, the councils aim to ensure that all repairs and maintenance activities are conducted efficiently, effectively, and with utmost transparency, leading to the provision of safe, well-maintained homes and a positive customer experience.
- 1.6 The councils recognise the needs and requirements of its diverse customer profile, and acts within the scope of the councils' Equality, Diversity, and Inclusion Policy and the Equality Act 2010 to ensure that every tenant can access the same quality and consistency of service.

2. Objectives

- 2.1 By implementing this policy, the councils aim to uphold compliance with all applicable legislation and regulatory requirements and fulfil their obligations as a Registered Provider of Social Housing.

3. Scope

3.1 This policy applies to all housing accommodation provided by the councils.

4. Roles and Responsibilities for Delivery

4.1 This section sets out the different responsibilities the councils and their tenants have in relation to repairs and maintenance.

4.2 The councils' responsibilities include the following:

- Maintaining the structure and exterior of the property, including the roof, walls, windows, doors, and drains. This responsibility also extends to common areas and shared facilities in multi-unit complexes.
- Ensuring homes are safe and free from damp, mould & disrepair.
- Maintaining essential services, such as water, gas, and electricity supply systems. They must ensure these services are in proper working order and safe for tenants to use.
- Ensuring homes meet the Decent Homes Standard. This standard sets out requirements for safety, thermal efficiency, and basic amenities in social housing, including the provision of adequate heating, hot water, and sanitation facilities.
- Ensuring homes are kept in good repair.
- Ensuring homes are Housing Health & Safety Rating System (HHSRS) compliant.

4.3 Tenants are responsible for keeping the interior of their homes and external areas within the boundary of their home in good order. Tenants' responsibilities include the following:

- Reporting repairs promptly, where the councils are responsible, in line with tenancy agreements.
- Providing access for repairs ensuring belongings are moved to enable the work to be undertaken and to provide a clean, safe, smoke free environment for employees and contractors to work in.
- Maintaining any items that they have installed themselves.
- Where able, carrying out all basic Do It Yourself (DIY) tasks such as (but not limited to) changing bulbs, unblocking sinks and toilets.
- Maintaining decoration to a good standard.
- Ensuring vents are not restricted to maintain adequate ventilation in the property.
- Maintaining any items that remain the property of the councils.
- Keeping gardens, external spaces, and boundaries in a good, tidy and safe condition free from rubbish and weeds.

4.4 The councils will support the needs of diverse residents by making reasonable adjustments to the above where identified.

5. Relevant Legislation

5.1 The relevant legislation includes:

- [Regulatory standards for landlords - GOV.UK.](#)

- Building Regulations Act 1984
- Building Safety Act 2022
- Fire Safety Act 2021
- Care Act 2014
- Control of Asbestos Regulations 2012
- Data Protection Act 2018
- Decent Home Standard
- Electricity at Work Act 1989
- Equality Act 2010
- Gas Safety (Installation and Use) Regulations 1998
- Health and Safety at Work Act 1974
- Homes (Fitness for Human Habitation) Act 2018
- Housing Act 2004
- Land Compensation Act 1973
- Landlord and Tenant Act 1985
- Management of Health and Safety at Work Regulations 1999
- Corporate Manslaughter and Corporate Homicide Act 2007
- Social Housing (Regulation) Act 2023 – incorporating Awaab’s Law when enacted
- The Secure Customers of Local Housing Authorities (Right to Repair) Regulations 1994

6. Relevant Policy and Procedure

6.1 The relevant policy and procedures are listed below:

- Housing Gas Safety Policy
- Housing Asbestos Policy
- Housing Electrical Safety Policy
- Housing Fire Safety Policy
- Housing Repairs Policy
- Housing Legionella Policy
- Housing Void Policy
- Housing Damp and Mould Policy
- Data Protection Policy
- Complaints Policy

6.2 The relevant health and safety policy and codes for the councils will also apply to this policy. This includes, but is not restricted to:

- First Aid
- Violence and Aggression at work
- Workplace Safety
- Working at Height
- Electrical Safety Personal Protective Equipment
- Asbestos Management
- Incident Reporting and Investigation
- Manual Handling

7. Policy and Procedure

- 7.1 The councils operate three classifications for repairs:
- Responsive Repairs
 - Programmed Replacements
 - Planned Repairs
- 7.2 Please note, cyclical maintenance such as gas servicing, electrical testing etc are covered by specific policies.

Responsive Repairs

- 7.3 Responsive repairs are usually requested by the tenant. They fall into three categories – Emergency, Urgent and Routine.
- 7.4 Emergency Repairs – these are repairs that are necessary to:
- Make the home safe from injury risks or major damage
 - Secure the home
- 7.5 Examples of emergency repairs might include:
- Blocked toilet or soil stack
 - Water leak
 - Boarding up and securing a door or window
 - Restoring power to light circuits or electrical sockets
 - Providing heating or hot water (1 November to 30 April)
 - Fixing an overflowing issue
 - Replacing carbon monoxide monitors or smoke detectors
 - Drinking Water – Loss /Contamination
 - Keys and Locks (Access to property)
 - Lifts
 - Communal/Block Lighting Failure
- 7.6 The councils aim to attend to emergency repairs within 24 hours, subject to tenant allowing access.
- 7.7 Urgent Repairs – these address smaller issues in the home that:
- Prevent major inconvenience
 - Avert immediate home damage
 - Solve health or security concerns
- 7.8 Examples of urgent repairs include:
- Addressing blocked or leaking waste pipes
 - Restoring lost heating or hot water
- 7.9 The aim of the councils is to attend to urgent repairs within 3 working days. The councils may respond faster in exceptional circumstances, such as if a tenant has additional support needs.
- 7.10 Routine Repairs – these cover all non-urgent issues that don't pose immediate inconvenience or danger.

- 7.11 Examples of routine repairs include:
- Damage to internal doors
 - Dripping tap
- 7.12 The councils aim to complete these repairs within 28 working days, or they may be scheduled into a planned programme of work or void period.

Out of Hours Repairs

- 7.13 The councils provide an out of hours service for tenants to report emergency repairs. To access the out of hours service, tenants should call the same number as for regular repairs (01235 422422). They will automatically be routed via an automated system to the council's out of hours provider.
- 7.14 Out of Hours is outside of councils' core working hours and covers the following:
- Monday to Friday – 5pm until 8am the next working day
 - Saturday & Sunday – 24-hour cover
 - Any non-working days such as Bank Holidays – 24-hour cover
- 7.15 Out of Hours requests will be deemed Emergency repairs to be carried out within 24 hours if they meet the required definition below:
- There is a serious health and safety risk
 - A tenant with additional support needs cannot manage without the service
 - The problem will become more expensive if it is not immediately repaired e.g. a serious leak
 - The job requires immediate attention to make the property secure
 - The repair is required to protect the home

Awaab's Law and Housing Health and Safety Rating System (HHSRS)

- 7.16 The Housing Health and Safety Rating System (HHSRS) is a national prescribed risk assessment tool used to assess 29 hazards to determine whether a property is safe to live in and rates the hazards in the home depending on the likely impact it will have on the tenant's health. This HHSRS is undertaken by council officers who have received formal training in identifying hazards.
- 7.17 The councils ensure they meet their health and safety obligations under HHSRS by actioning any report of HHSRS hazard within 24 Hours but undertaking a property visit to assess the issue, whether by a Mobile Response Technician (MRT) or contractor. Trained council officers carry out HHSRS assessments on all properties before move-in.
- 7.18 Awaab's Law (Clause 42 of the Social Housing Regulation Act 2023) will require the councils to respond to tenants' requests in relation to potential hazards in their homes within specified timeframes as set out within the relevant legislation.
- 7.19 Awaab's Law is an amendment to the implied repairing obligations in the Landlord and Tenant Act 1985. It requires social landlords to promptly address and fix reported health hazards, such as damp and mould, within specified

timeframes.

- 7.20 From October 2025, Awaab's Law will force landlords to fix damp and mould as well as carry out emergency repairs. The government will then legislate to make the law stronger over time so that landlords will be legally required to fix all dangerous hazards from 2027. These repairs will have to be delivered within set timescales.
- 7.21 The councils commit to following and exceeding the requirements of Awaab's law. The councils' policies, procedures, and timeframes relating to damp and mould are outlined in the Housing Damp and Mould policy.
- 7.22 These requirements are implied clauses in every tenancy agreement.

Reporting Repairs

- 7.23 Tenants are encouraged to report any repairs and problems to us as soon as possible.
- 7.24 This can be done via email facilities@southandvale.gov.uk. To report an out of hours emergency repair, tenants should call 01235 422422, and they will automatically be routed through to the councils' out of hours supplier.
- 7.25 The councils recognise that a number of our tenants have English as an Additional Language. The councils seek to be aware of any translation or interpretation needs using tenant information gathered before the start of a tenancy. This is aimed at minimising any barriers language issues may present in the making of a repair report.
- 7.26 A member of the Helpdesk team will take the report and ask a series of diagnostic questions if a phone call is taken or they will contact the tenant to ask these questions.
- 7.27 If required, an appointment will be offered following the process outlined below.
- 7.28 Across all channels for reporting repairs, the aim of the councils is to arrange a convenient appointment at first contact with the tenant and complete the repair, where practicable, within one visit.

Repair Appointments and Access

- 7.29 Repair appointments are provided for non-emergency repairs, and the councils will ensure that repair appointments, wherever possible allow for the needs of its tenants.
- 7.30 When a repair is reported, the councils will always ask if anyone in the household has any additional needs that may impact making a visit or resolving an issue. Tenant profiles, which contain basic information on any additional needs or things that need to be considered, may also be consulted during the appointment booking process. This is aimed at helping the councils, or contractors, to make any reasonable adjustments in service needed to meet the specific needs of the

household.

- 7.31 For non-emergency repairs the councils will offer a flexible appointment and tenants reporting a repair will be offered a time when the repair can be carried out within the appropriate repair category.
- 7.32 Appointments to complete the repair will be made within the repair categories set out above. This may happen via direct contact with the appointed contractor, or via the Properties team Helpdesk.
- 7.33 Four time slots are available for repairs appointments:
- Morning (8:00 am-12:30pm)
 - Afternoon (12:00 pm- 5:00 pm)
 - All-day (8:00 am-5:00 pm)
 - Excluding school pick up and drop off times (9:30 am – 2:30pm)
- 7.34 Some repairs may require longer appointments which fall outside of these times.
- 7.35 Where the scope of the repair is unclear or needs an inspection, The councils will offer an appointment for a technical inspection within 5 working days to diagnose the required works.
- 7.36 Following the technical inspection, the repair will be diagnosed and planned within the appropriate timescales and repairs category and/or programme with end-to-end timescales captured. All technical inspections will be organised under the direction of the Helpdesk team.
- 7.37 For communal area responsive repairs where no tenant access is required (for example corridors, stairwells, shared entrances, communal kitchens etc), appointments will still be scheduled.
- 7.38 If appointments are no longer convenient, tenants are required to inform the councils via contacting facilities@southandvale.gov.uk or calling 01235 422422 to rearrange to a more suitable time.
- 7.39 On the day of the appointment, tenants will receive reminder texts from the councils or their appointed contractor. This will allow them to communicate any delays or changes to the member of staff who will be attending and to cancel or rearrange at short notice if circumstances this is required.
- 7.40 Where there is an immediate risk or hazard to property or people, the councils may take further steps to ensure access can be gained to the property. This will follow the councils' 'Controlled Access Procedure'.
- 7.41 In non-emergency circumstances where the councils have failed to gain access (excluding any immediate risk or hazard to property or people), the No-Access procedure agreed with the appointed contractor will be applied.
- 7.42 The councils may seek to apply for an access injunction if the tenant fails to co-operate and provide access to carry out repairs, undertake servicing and

inspections.

Planned Repairs

7.43 If, after assessment by a council officer or contractor, the problem cannot be fixed by a responsive repair, or requires more planning, and is not urgent or dangerous, the councils will describe these works as 'Planned Repairs'. The time to complete a planned repair will vary, depending on the nature, size and urgency of the job as well as any tenant vulnerabilities.

7.44 Planned repairs include the following:

- Some boundary works
- Outhouse works (roofing, demolish etc)
- Planned electrical works
- Roofing works
- Paths
- Pointing
- Rendering
- Cleaning out of guttering
- Extensive plastering (more than 1 full surface area)
- Planned plumbing works
- Garages
- Clean out cavities
- Structural works

7.45 The councils will seek to incorporate any planned repairs into the Void Process, given all tenancies offered constitute temporary accommodation and there is therefore relatively high turnover.

Rechargeable Repairs

7.46 The councils may actively seek to recover the cost of any repair which is not its responsibility or where damage has been caused by a tenant, other residents, or visitors to a property. Charges may be made for the following

- Damage to the property resulting from an act of intentional or negligent behaviour by the tenant, anybody living with the tenant, or anybody visiting the home.
- Any court costs resulting from a breach of tenancy conditions – for example as a result of incidents of antisocial behaviour or gaining access to properties to carry out a gas service.
- Boarding up and re-glazing windows, resulting from an act of intentional or negligent behaviour by the tenant, anybody living with the tenant or anybody visiting the tenant's home.
- Lock changes and replacement keys if the tenant has lost their keys or locked him or herself out of the property.
- Removal of items left in communal areas.
- Clearing properties at any time during a tenancy or at the point the

tenancy ends.

- Clearing gardens at any time during the tenancy or at the point when the tenancy ends.
- Making good any alterations or improvement carried out by the tenant which has resulted in damage to the property or neighbouring property.

7.47 The councils will record what it considers a rechargeable repair with photographs and clearly sets out why the repair is considered rechargeable. This information will be communicated to the tenant in writing with a request for repayment of the quantified costs.

7.48 The councils reserve the right to use officer's discretion to approach matters on a case-to-case basis where necessary, in order to provide appropriate support for tenants with additional support needs.

Disrepair

7.49 The councils aim to complete all responsive repairs within its agreed and published timescales, as well as ensuring all repairs meet the acceptable standard. Where this does not occur, tenants may be entitled to compensation on the grounds of disrepair.

7.50 Disrepair occurs when a property provided by the councils contains defects or deterioration that breach the landlord's statutory repairing and safety obligations under the Landlord and Tenant Act 1985, the Homes (Fitness for Human Habitation) Act 2018, or the Housing Act 2004. A property is considered to be in disrepair where the structure or exterior, or installations for water, gas, electricity, heating or sanitation, are damaged, defective, or not functioning properly, and the councils are legally responsible for remedying these issues.

7.51 Examples of disrepair could include, but are not limited to:

- Structural damage to the exterior or fabric of the home
- Infestations
- Serious damp and mould
- Any conditions within the home that create or contribute to a Category 1 hazard under the Housing Health and Safety Rating System.

7.52 Where litigation cannot be avoided, the councils aim to ensure the Housing Disrepair Protocol is followed and all timescales are adhered to minimise the impact of the claim. The councils will always act in accordance with the Housing Disrepair Protocol, which provides comprehensive and detailed direction as to the steps that authorities should follow in the event of a claim of Disrepair.

7.53 The Pre-Action Protocol for Housing Conditions Claims (England) – Civil Procedure Rules includes:

- Closing down disrepair cases as quickly as possible
- Following good pre-litigation practice
- Ensuring early exchange of information accurately and effectively
- Close and effective management of contractors engaged to carry out repair works
- Ensuring the processes involved are transparent, scrutinised and monitored
- Empowering staff to make commercial decisions on behalf of the councils to minimise the costs and damages incurred.

7.54 The councils will always try to settle any disrepair claim without court action and will consider using all available forms of Alternative Dispute Resolution (ADR) including the councils' complaints and compensation processes to avoid the necessity for court action as outlined in the pre-action protocol.

7.55 Alternative dispute resolution (ADR) is the term used to describe ways of resolving a dispute without having to go to court. There are many different forms of ADR, but the one thing they have in common is that they all have the potential to resolve a dispute without any court involvement. This is why it is referred to as 'alternative' – it's an alternative to litigation (settling in a court of law). Some of the more common forms of ADR include:

- Adjudication
- Mediation
- Arbitration
- Expert determination

7.56 Should a disrepair claim result in the appointment of experts, the councils aim to follow the Protocol's guidance to use a single joint expert. However, if the councils and the tenant cannot agree on a single joint expert, either with joint or separate instructions, the Protocol suggests a joint inspection by each party's expert.

7.57 For cases where court action cannot be avoided, the court may ask the councils or tenant to pay costs if either party failed to comply with the Pre-Action Protocol. The councils will follow the protocol to ensure compliance at all stages.

Disrepair Complaints and Reporting

7.58 If a tenant is concerned that their accommodation may be affected by disrepair, they should ensure that they have contacted the councils about the issue by email at tenants@southandvale.gov.uk. They should state their name, address and the nature of the problem being encountered at the property.

7.59 If the tenant's concerns are not adequately addressed within a reasonable timeframe upon contacting the council, they can make a formal complaint. Details of how to do so as well as the councils' Complaints Policy can be found on the

councils' websites ([South](#) and [Vale](#)).

- 7.60 If the tenant has exhausted the councils' internal complaints process and their concern is not adequately resolved, the tenant may wish to consider legal action to resolve the situation or can use the services of the Housing Ombudsman. The Housing Ombudsman Service deals with complaints from council tenants in England about housing conditions and can be found at <http://www.housing-ombudsman.org.uk/>
- 7.61 Before a disrepair claim proceeds to litigation, tenants and landlords are expected to comply with the [Pre-Action Protocol for Housing Condition Claims \(England\)](#) as far as possible. The protocol focuses on ensuring clear communication between tenants and landlords and avoiding unnecessary litigation through Alternative Dispute Resolution (such as adjudication, mediation, arbitration, and expert determination).
- 7.62 The councils are fully committed to complying with the Pre-Action Protocol. The councils will always try to resolve disrepair claims without court action where possible. First by using the councils' own complaints and compensation procedures and then by mediation or other forms of Alternative Dispute Resolution, as outlined in the Pre-Action Protocol.

Performance

- 7.63 The councils will measure its repair performance by using, and issuing, a suite of Key Performance Indicators (KPIs) as defined in the KPI Framework.
- 7.64 KPIs will be reviewed annually for all repairs and maintenance contracts to maintain year on year continuous improvement.
- 7.65 Tenant feedback, as part of satisfaction surveys for Repairs & Maintenance, will be used as an additional means of monitoring and improving the quality of the service.
- 7.66 The councils will publish repairs performance information to tenants. As standard practice, the repairs performance will be published on the website and accessible to tenants. This will include a summary of actions the councils are taking to address to address any underperformance.
- 7.67 The councils will complete its Tenant Satisfaction Measures (TSMs), and the results will be published on our websites, keeping the process transparent and inclusive.
- 7.68 All data pertaining to this policy will be stored and managed in line with statutory data protection requirements, as outlined in the councils' data protection policy.

Health and Safety

- 7.69 The councils will ensure tenants feel safe living in their homes knowing that safety and compliance is valued ahead of all other aspects of services.
- 7.70 Across repairs and maintenance operations, health and safety will be prioritised for tenants, staff and the maintenance partners.
- 7.71 Council staff, contractors and representatives must adhere to the Health and Safety policy and, in accordance with the policy, all are required to ensure that all working practices are in line with appropriate health and safety legislation and good practice making sure that employees, tenants, buildings and stakeholders are safe.
- 7.72 The councils will ensure the health and safety policies of any contractors are adequate for the services they are undertaking on their behalf.
- 7.73 The councils will invest in the training and development of staff in order that services are delivered safely, and staff and tenants are always safe.
- 7.74 Tenants have a responsibility to ensure its staff and contractors are able to carry out repairs safely and free from unnecessary risk whilst working in tenant's homes.
- 7.75 Staff and contractors carry out dynamic risk assessments. If health and safety is compromised, or risks are identified, they are authorised to abort the repair and leave. These instances will be referred to the Housing team as a breach of Tenancy Agreement. Examples of risks include but are not limited to:
- Violence and aggression
 - Dangerous dogs
 - If needles are identified
- 7.76 Tenants have a responsibility to ensure its staff and contractors are able to carry out repairs safely and free from unnecessary risk whilst working in tenant's homes.

8. Communication and Contact Information

- 8.1 This policy is available to view by all tenants and stakeholders on the websites of both councils and will be updated with any changes.
- 8.2 For further information about this policy, please email: tenants@southandvale.gov.uk or telephone 01235 422422.

9. Alternative formats

- 9.1 Please do not hesitate to contact a member of the Housing team if you would like

this policy in an alternative format, via email: tenants@southandvale.gov.uk or telephone 01235 422422.

10. Definitions

10.1 Definitions are as follows:

- HHSRS: Housing Health & Safety Rating System
- KPIs: Key Performance Indicators
- RSH: Regulator of Social Housing

11. Change Record

Change Record	
Policy title	Housing Repairs Policy
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