

1. We want Guinness homes to be places that are safe and secure, warm and dry, and where everything works. Places where our customers are proud to live.
2. Carrying out repairs is one of the most important services we deliver to our customers. This policy sets out our commitment to deliver an efficient and effective responsive repairs service that meets the needs of our customers and enables us to fulfil our statutory, regulatory and contractual obligations.
3. This policy covers repairs services to customers who rent their home under a tenancy agreement, customers who rent under a licence, and those who own them as a leaseholder (whether through shared-ownership or outright). Both our repairing obligations and those of our customers vary between those tenures, and this is reflected in the policy. The policy covers responsive repairs within customers' homes (including their gardens and garages, subject to the terms of the tenancy, licence or lease agreement), in communal areas, and to communal assets such as lifts. The policy does not cover work that is carried out as part of our planned or cyclical maintenance programmes, or repairs to commercial premises, or to works beyond the boundary of an individual home or block (i.e. it does not cover estate maintenance e.g. cleaning and gardening).

The Guinness Policy

4. Our policy is to:
 - Ensure we meet our repair obligations so that Guinness homes are maintained, throughout the duration of the tenancy, to the standard met when they were let.
 - Comply with legislative, regulatory and contractual (including tenancy) obligations
 - Deliver an effective repairs service which responds to the needs of, and offers choices to, customers, and which has the objective of completing repairs right first time.
 - Ensure our customers are aware of their repair responsibilities and our repair responsibilities respectively, and where repair responsibilities are theirs, that these are met.
 - Where practicable, offer customers choice in booking appointments for repairs. Communicate effectively with customers at all times in relation to delivery of our responsive repairs service, and enable them to communicate effectively with us.
5. Our employees and contractors will work together to achieve this for our customers.

Background

6. A responsive repair is work carried out in response to notification of a need for repair by a customer, a Guinness employee or third party. It rectifies, and makes good, a component, installation or part of a Guinness property for which we are responsible, when it is faulty or needs repairing (Annex 1 sets out our definitions of responsive repairs and planned or cyclical maintenance).
7. As a landlord we are required to meet certain obligations that are set out in law. Additionally, our tenancy (or leasehold) agreements set out the things that Guinness is responsible for and the things our customers are responsible for. Annex 2 sets out the obligations contained within the current Guinness tenancy agreement.
8. Our repairs service is delivered by Guinness employees and contractors employed by Guinness to undertake repairs to properties on our behalf. We are committed to working with our customers to achieve improvements in service delivery and performance, including by seeking feedback and responding effectively to complaints.

Further detail

Repair categories

9. We categorise repair requirements as either “emergency” or “routine”:
 - **Emergency** repairs address an immediate health and safety risk. In making a judgement about this, we will follow law and regulation, and also consider the needs and circumstances of the customer. Examples of emergency repairs are set out at Annex 3. We will either complete a repair or carry out a temporary repair to make the situation safe within 24 hours of the repair being reported. If we carry out a temporary repair to make the situation safe, we will return within a reasonable timeframe to complete the repair. This is likely to be the case if we need additional materials or components to complete the job or if the repair was reported out of hours.
 - **Routine** repairs are those which are not emergencies. If the reported issue does not require an emergency repair we aim to get it fixed within 28 calendar days, and sooner if we can.

Reporting a repair

10. Our website sets out repair reporting arrangements. Under the tenancy agreement, customers are responsible for telling us promptly about any repair or breakdown of which they are aware and which is our responsibility to remedy. We enable customers and others (e.g. neighbours) to report issues that may require an emergency repair, 24 hours a day, seven days a week. We encourage customers to report all repairs though the Guinness website at any time or by telephone to our customer service centre during operating hours. Emergency repairs can be reported to our out-of-hours customer service centre.
11. If a customer asks us to, we will liaise with a representative nominated by them when discussing, scheduling and completing repairs to their home. The extent of that communication will be limited to the repair. We will not discuss any other aspect of the customer’s tenancy without formal agreement from the customer. We will comply at all times with our obligations under the General Data Protection Regulations and Data Protection Act 2018.

Repairs appointments

12. We will try to arrange a date and time to make a repair the first time the customer contacts us to report the repair, or as soon as practicable thereafter. We will seek to offer the customer reasonable choice in making a repairs appointment. This is so we minimise disruption. It will not always be possible, for example, where an emergency repair is needed. We will balance this approach with the need to schedule our resources efficiently, bearing in mind that an engineer may not always be immediately available in the location of the home requiring a repair, so that we can complete more repairs for our customers more quickly.
13. If we need to change agreed arrangements, we will contact the customer as far in advance as possible to advise them. We will communicate with the customer clearly at all times.

Right first time

14. We aim to complete repairs at the first visit. Where that is not possible (for example, where further investigation is needed, where the fix does not work, or where parts need to be ordered) we will communicate clearly with the customer explaining why the repair cannot be completed at first visit, what we intend to do and what should happen next, including when we will return to complete the repair.

Access to carry out repairs

15. Our tenancy and leasehold agreements require customers to allow us (including appointed contractors) access to their home to carry out repairs at the agreed appointment time. If we are unable to gain access to carry out repairs and the integrity of the property, its fabric and/or the safety of the customer or those in the vicinity of the property is compromised, we will take appropriate action to gain access to

complete a repair. For example, this may include but is not limited to obtaining an injunction for access.

16. If we are required to gain access in this way, we will consider taking both immediate and retrospective action against the customer for the breach of their tenancy conditions. We may pass on to the customer the costs incurred by us in taking this action.

Repair or replacement

17. We will normally repair rather than replace individual elements. However, where either the repair would be poorer value for money or ineffective, then we will replace the element. The decision about what to replace, when to replace it and what we will replace it with, will be made at our discretion.
18. We will not normally replace elements in good working order to secure an exact match to an element that has been replaced. For example, we will not normally replace all kitchen cupboard doors because one cupboard door needs replacing. However we will seek to make a reasonable match with existing items wherever possible.

What Guinness is responsible for and what our customers are responsible for

19. What we and our customers are each responsible for is set out in our tenancy/leasehold/licence agreements, which are in turn based on legislation.
20. To enable our customers to check this easily, we will maintain a list on our website of our and our customers' responsibilities. However, it is always the law and the individual tenancy agreements that govern these responsibilities in each case, not this website list.
21. In particular:
 - We expect our customers to treat their homes, and carry out repairs and maintenance, in accordance with the responsibilities set out in their tenancy or lease agreement. We will not normally undertake repairs which, under the tenancy or lease agreement, are the customer's responsibility (though see the section below on "assisting our customers").
 - We will not normally undertake repairs to fixtures and fittings installed by the customer. If we carry out the repair we may recover the cost from the customer.
 - Where damage is caused by customers (or their family or visitors) to their home we will expect the customer to rectify that. If the customer does not do so, or does not do so to the required standard, we may carry out the repair and recover the cost of doing so from the customer.
22. Where the customer is responsible for repairing an element but the element is integrated within a fitting that is our responsibility to repair, we will repair or replace the element where necessary. For example, under our tenancy agreement customers are responsible for sink plugs but we are responsible for replacing broken taps. But if the whole tap/plug is integrated into a single whole, where the plug is broken we would take responsibility for fixing it. We will only do so when the element requires repairing or replacing as the result of fair wear and tear or where the element has reached the end of its life span.
23. We know that occasionally our customers believe that we should undertake repairs and maintenance that, under the tenancy, licence or lease agreements, are not considered to be our responsibility. These most commonly relate to:
 - Trees and bushes. At the start of the period of occupation, Guinness will ensure that they are at a reasonable height and span (taking into account proximity to paths/buildings, blocking light etc.), are not causing damage and are not significantly diseased. We will expect customers to then maintain trees at that height and span during the tenancy. This only relates to social and affordable rent properties. We have no such equivalent responsibilities in respect of leasehold homes.

- Walls, fences and boundaries. Guinness is responsible for boundary fences (this includes fences that lead onto a public right of way such as a road, field or car park. This can also include fences that are between two properties, when the other property is not a Guinness property or is a Guinness shared ownership home). Customers are responsible for repairing or replacing dividing fences (i.e. any fence that divides two Guinness rented homes).
 - Decoration. Customers are responsible for decorating and maintaining decorative order within their homes. However, where we have completed a repair and that repair has resulted in damage to existing décor, or an obvious and significant contrast between the repaired area and the existing décor, we will make good that area and decorate it. The nature and extent of decoration will be solely at our discretion. This only relates to social and affordable rent properties. We have no such equivalent responsibilities in respect of leasehold homes.
24. Some of our customers (normally people who have been with Guinness or its predecessor organisations for a long time) have tenancy agreements that vary slightly from our current tenancy agreement responsibilities. Where that is the case we will carry out the responsibilities as set out in their specific agreement, and expect them to do likewise.
25. Where customers do not adhere to the terms of their tenancy or lease agreement we will seek appropriate redress. This may include, but is not limited to, the enforcement of tenancy or lease conditions, especially where we think there is a risk to the health or safety of customers or other persons, including neighbouring customers and our employees.

Assisting our customers

26. We recognise that some customers may need more help when it comes to meeting their repair responsibilities. We may, entirely at our discretion, provide a service in addition to our statutory and contractual responsibilities, to assist customers whom we consider to be in need of support to meet the conditions of their tenancy. We will make this assessment based on our judgement in relation to the specific circumstances and the individual customer's needs, including whether there is anyone else who might reasonably assist them, and whether there are any immediate risks to their health or safety. This additional service may include an extension to the scope of repairs which we carry out or an acceleration of our normal timescales for carrying out repairs.

Repairs in communal areas

27. Repairs in communal areas will be scheduled in line with the repair categories explained above and the risk they present to our customers and other people. The timescales for completion will be the same as for emergency or routine repairs.

New homes

28. We will classify repairs to properties that are fewer than 12 months old as either defects or responsive repairs depending on the contractual arrangements with the developer. We will make arrangements for the developer to remedy defects or we will complete the repair as appropriate. In some limited cases, for example if there have been problems during this initial 12 month period, the defect period for certain components may be extended. Regardless, we will work to ensure the underlying issue is resolved.

Contractors' code of conduct

29. Anyone working in a customer's home on our behalf is expected to meet our code of conduct (see Annex 4). We will monitor the quality of our contractors' work and how they behave in our customers' homes. In return, we expect our customers to treat our employees and contractors with respect at all times.

Disrepair

30. We aim to meet all our obligations to carry out repairs within statute and this policy. If we do not, customers can make a claim for Disrepair. If a Disrepair claim is made we aim to resolve the matter

with the customer as soon as possible and in accordance with the Government’s “Pre-Action Protocol for Housing Disrepair Cases”. Further details are contained within our Disrepair policy.

Complaints

- 31. We will respond to complaints regarding our repairs service in line with our Complaints and Compensation policy.

Period of review

- 32. Our policy review programme is driven by service improvement initiatives, changes to legislation, regulation, evolving good practice or feedback from customers and other stakeholders. Typically we review policies on a three yearly cycle.

Key legal and regulatory references

- Defective Premises Act 1972
- Landlord and Tenant Act 1985
- Housing Act 1988
- Environmental Protection Act 1990
- Gas safety (installations and use) Regulations 1998
- Housing Act 2004
- Equality Act 2010
- Construction (Design & Management) Regulations 2015
- Home Standard, Regulator of Social Housing, 2015
- Homes (Fitness for Human Habitation) Act 2018

Related policies

- Asbestos Policy
- Compensation Policy
- Complaints Policy
- Construction Design & Management Policy
- Damp and Mould Policy
- Disrepair Policy
- Diversity & inclusion Policy
- Electrical Safety Policy
- Fire Safety Policy
- Gas Management Policy
- Health & Safety Policy
- Maintenance of Empty Homes Policy
- Water Safety Policy.

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Version history			
Version number	Review trigger	Date of approval	Brief description of the main changes
1.0	This is the first version of the policy	November 2019	This is the first version of the policy
1.1	Approval of Damp and Mould Policy	05 th May 2022	Removal of the section in the Responsive Repairs Policy relating to mould as this topic is now covered in a separate policy. Update to “related policies” including listing the Damp and Mould Policy.

Annex 1: Definitions

Term	Description
Responsive repair	This is repair work carried out following a request from a customer or a Guinness employee. It rectifies, and makes good, a component, element or installation in a Guinness property or communal area for which we are responsible, when it is faulty or in a state requiring repair.
Planned or cyclical maintenance	This is work that is carried out on an agreed cycle and as part of our planned reinvestment in our homes. This can be both substantial works carried out over a longer time frame. (e.g. upgrading door entry systems) or the cyclical repair or upgrade of components of a property or scheme (e.g. gutters and downpipes).

Annex 2: Repair responsibilities

The text below is extracted from the current Guinness standard tenancy terms and conditions setting out landlord and customer repair responsibilities.

Guinness responsibilities

We must maintain the outside and the structure of your home. This includes:

- *the roof*
- *drains, gutters and external pipes*
- *outside doors and walls*
- *windows, including necessary outside painting and decorating*
- *internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards (except where you or members of your household or your visitors cause damage to these items, whether deliberate or accidental), but not including painting and decoration*
- *chimneys, chimney stacks and flues, but not including sweeping*
- *pathways, steps or other means of access*
- *garages and stores – if included in your tenancy*
- *boundary walls and fences that are present at the start of your tenancy*
- *faulty locks to windows and doors (but not lost keys).*

We must keep in repair and proper working order any installations we provide for heating, water heating and sanitation and for the supply of water, gas and electricity within your home. This includes:

- *smoke alarms and burglar alarms which were present in the property at the time your tenancy started*
- *fans*
- *door-entry systems, CCTV and monitoring equipment where we have installed this*
- *basins, sinks, baths, flushing systems and waste pipes*
- *electric wiring including sockets and switches, gas pipes and water, waste pipes*
- *fitted fires and central-heating installations.*

We must carry out annual inspections of gas appliances, pipework and flues.

We must take care to keep in repair the common entrances, hallways, stairways, lifts, passageways, rubbish chutes and any other common parts, including electric lighting.

Customer responsibilities

Internal decoration

You must keep the inside of your home and any of our fixtures and fittings in repair. You must also keep your home clean and in a good state of decoration, allowing for fair wear and tear. You must decorate all internal parts of your home as often as necessary to keep them in reasonable decorative order.

You must not damage your home. If you do, you must repair or replace anything belonging to us that has been damaged deliberately, accidentally or by your neglect or that of members of your household or guests to your home, whether invited or not. This does not include normal wear and tear. If you do not repair the damage for which you are responsible, we may carry out the repairs and charge you our costs for doing this.

If you, members of your household or guests to your home (whether invited or not) cause any damage to neighbouring properties, whether deliberate or accidental, you are responsible for this repair. If you do not repair the damage you are responsible for, we may carry out the repairs and charge you our costs for doing this.

Minor repairs

You must carry out minor repairs to your home, including, but not limited to:

- *altering doors for carpets*
- *appliances, fixtures, fittings, extensions, shed, porch, conservatory or other additions (external or otherwise) – where installed by you with or without permission, unless formally adopted by us*
- *replacing lost or damaged keys*
- *filling small plaster cracks*
- *replacing without delay any cracked and broken panes of glass, where this damage is caused by you, a member of your household or someone visiting your home (although we must keep in repair external glass and are responsible for glass breakage shown to be caused by the structure or the construction)*
- *TV aerials or satellite dishes (unless communal) and any damage to your property or neighbouring property caused by installing them*
- *clothes posts and lines (unless communal)*
- *plumbing in of domestic appliances*
- *all front and back gates and fences (unless there is a main or busy road or some other danger on the other side of the fence, or a legal obligation for us to maintain it)*
- *toilet seat and cover*
- *light bulbs and fluorescent tubes including starter motors*
- *bath, basin and sink plugs*
- *internal decorations*
- *all “making good” and repairs when vacating a property.*

You must keep your private garden tidy by cutting any grass regularly, keeping trees and shrubs neatly trimmed and maintaining any beds. Hedges (including leylandii trees) must be trimmed regularly and not allowed to grow beyond the height referred to in law in force at the time. If we need to tidy your private garden or cut back your hedges, we will charge you our costs for doing this.

Annex 3: Emergency repairs

Emergency repair requirements have an immediate health and safety risk to our customers, their home or their neighbours. They include:

- complete loss of power
- no cold water supply
- no heating or hot water during the winter
- a flood or leak that cannot be contained or causes a risk of electric shock
- doors or ground floor windows that are not secure
- your only toilet being broken
- a lift not working (where this is the only lift serving all floors of the building)
- smoke and/or carbon monoxide alarms (continuous noise)
- exposed/damaged asbestos
- anything else that may present a serious health and safety risk

Annex 4: Customer and contractor expectations

Our contractors agree to meet our code of conduct. We expect them to:

- *keep their appointments or, if it is necessary to change them, do so and advise customers of this in good time*
- *carry and show an identity card bearing their name, the name of their employer, and a recent photograph of themselves*
- *work efficiently and tidily*
- *treat your home with respect*
- *be polite at all times*
- *clear up after themselves.*

In return, we ask our customers to:

- *provide Guinness and our contractors access to your home at the agreed appointment time – or change it as soon as possible if you do not expect to be at home at the agreed time*
- *treat our staff and contractors with respect*
- *check the contractor's identity card and if you have any concerns about the authenticity of the identity to call and confirm it with our customer service centre on 0303 123 1890*
- *take children with you if you have to go out whilst the contractor is in your home*
- *refrain from smoking inside while the contractor is in your home.*