



# Our repairs policy

## 1. What this policy's for

- 1.1 It tells you about our responsibilities for repairs and maintenance to all the homes we own or manage. That includes gas and heating repairs, but not services for heating (see our **heating no access procedure and temperature management control plan** for more information on how those work).
- 1.2 We've created this policy to:
- help you to understand what you're responsible for around repairs and maintenance
  - help us give you the best service
  - help us fix things quickly if we get it wrong, including encouraging you to come forward if you're not happy with our service
  - comply with the laws and regulations we have to follow.
- 1.3 We sometimes refer to other policies in this policy – their names are in **bold**. You can find these on our [customer website](#). If you work for us, you'll find them in the myPolicy area of the O-zone.
- 1.4 We also refer to procedures – these are also in **bold**. You can ask to see these by calling us on 0800 678 1221 or emailing [info@orbit.org.uk](mailto:info@orbit.org.uk). If you work for us, you'll find them in the myPolicy area of the O-zone.
- 1.5 When we talk about 'Orbit' in this policy, we mean the Orbit Group. That's made up of Orbit Group Limited, Orbit Housing Association Limited, Orbit Homes (2020) Limited, Orbit Treasury Limited and Orbit Capital Limited.

## 2. Who do we deliver our repairs service to?

- 2.1 We use contractors to deliver our repairs service for the following:
- general needs housing
  - retirement housing
  - care/extra care housing
  - supported housing
  - leasehold and shared ownership properties
  - communal areas under our management
  - managed properties (subject to management arrangement details).

### 3. What are our responsibilities?

- 3.1 We're responsible for repairing and maintaining our buildings, and any fixtures and fittings that we originally provided. We're not responsible for repairing and maintaining items that a previous customer has left in your home with our agreement, for example flooring, curtains, blinds, etc.
- 3.2 We aren't responsible for all repairs – our responsibilities vary depending on the type of tenancy or lease you have. Your tenancy agreement or lease will tell you which repairs we'll take care of, and which ones you're expected to deal with. You'll also find an overview of this information in the handbook we give to all new customers (you can download this from the 'Manage my home' section of our [customer website](#) too).
- 3.3 We'll follow all relevant laws when we carry out repairs to protect your health, safety and security, as well as that of any other occupants or visitors, and the building and environment. There's more about the laws that apply at the end of this policy.

### 4. How to report repairs

- 4.1 You must report any problems that are our responsibility as soon as you can.

**If it's an emergency – something that poses an immediate risk to your health, safety or security of your home:**

- 4.2 Call us on 0800 678 1221 or via Textphone on 18001 0800 678 1221. Calls are free, and lines are open 24 hours a day, seven days a week. You can also report emergency repairs to any Orbit employee who's already at your home or working nearby.

**If it isn't an emergency:**

- 4.3 Please contact us:

- by phone on 0800 678 1221 or via Textphone on 18001 678 1221 (calls are free and lines are open 8am–8pm Monday to Friday and 8am–1pm on Saturdays)
- using myAccount on our [customer website](#)
- by filling in the contact form on our [customer website](#)
- in person by talking to any Orbit employee who's at your home or working nearby
- in writing by post to Orbit Group, PO Box 6406, Coventry, CV3 9NB.

The quickest way to get a response is to either call us or use myAccount.

If you need to contact us (or need us to contact you) in a specific way (like by text, email or mobile), we'll try our best to give you these options – in line with our **equality, diversity and inclusion policy** – so you can talk to us in a way that suits you.

### 5. How we classify and prioritise repairs

- 5.1 We have four categories for repairs and maintenance (there's more information below on each):

(a) routine repairs – day-to-day maintenance works you ask us to carry out

- (b) major repairs – more than a routine repair, normally requiring more than one trade and more time to complete the job
- (c) cyclical maintenance - scheduled maintenance or repairs we carry out regularly
- (d) planned maintenance – one-off updates or upgrades that we plan beforehand.

We carry out planned and cyclical maintenance alongside our repair service. We review and update plans for these every year so we carry out works at the right times.

### **(a) Routine repairs**

- 5.2 Routine repairs are day-to-day maintenance works you ask us to carry out. They're generally things that maintain a home or a fixture in it - for example, repairing locks on doors or windows.
- 5.3 If you ask for a routine repair and it's already covered by a planned maintenance programme of works, you might have to wait for us to do it as part of that programme (for example, if you ask us to fix a cracked bathroom sink and we already have a plan to upgrade your whole suite at a later date, we'll wait and do the repair as part of these works). If there's a risk to your safety or your home, we'll make it safe temporarily until we can do the full repair.
- 5.4 We prioritise repairs as either emergency repairs or routine repairs.
  - We carry out emergency repairs (including making something safe temporarily) within four or 24 hours, depending on what needs fixing.
  - We do routine repairs within 28 calendar days. Some routine repairs for heating are done within 14 calendar days.
- 5.5 Some properties have specific leases or management agreements. If that's the case, how and when we do the repair might be different depending on what's in those agreements.
- 5.6 We'll prioritise you if we know you have an acute physical or mental health vulnerability (as shown in our **safeguarding policy**). This might include changing the priority of a routine repair to an emergency repair if there's a risk to your health or safety.
- 5.7 **Damp and mould:** If you report damp or mould, we'll arrange for someone to come to your home and diagnose the cause before we decide on the action we may need to take. You can find out more about this in our **damp, mould and condensation policy**. **(b) Major repairs**
- 5.8 Major repairs are works that:
  - will take longer than four hours
  - need several different types of trades to complete or a specialist contractor, or
  - need scaffolding.
- 5.9 If you need a major repair and we realise it's already covered by a planned maintenance programme of works, you might have to wait for us to do it as part of that. If there's a risk to your safety or your home, though, we'll make it safe temporarily until we can carry out the full repair.
- 5.10 We'll finish major repairs within 90 calendar days. We might need to do an inspection before we can start, though.

### **(c) Cyclical maintenance**

5.11 These are regular activities that we carry out at the same specific time, for example:

- painting communal areas (both inside and outside)
- maintaining grounds
- clearing gutters.

### **(d) Planned maintenance**

5.12 Planned maintenance includes things like updating or upgrading homes and neighbourhoods, or replacing kitchens and bathrooms.

5.13 We decide what planned maintenance we're going to do each year, usually based on the results of the home inspections we carry out. We always try to give customers choices when it comes to planned maintenance in their home where possible, for example with finishes like paint colours or tile choices.

5.14 If you ask us for a routine repair and we think it'll be best to do this as part of planned (or cyclical) maintenance, we'll talk to you about this.

5.15 We want to make sure we get the best value for money for our customers. So when we carry out planned maintenance, we might:

- get several quotes
- wait to carry out work at a particular time of year (for example, replacing fences in the summer rather than the winter)
- check that any specialist works are only carried out by companies with the right training or qualifications
- buy materials in bulk to keep costs down.

### **Inspections – for repairs that aren't an emergency**

5.16 Sometimes we might need someone to come to your home to check the work we need to do. This will make sure the right type of repair is arranged and it's given the correct priority - the number of days it should take to complete. The priority will depend on whether it's urgent or if it could be done as part of some larger works we already have planned. The completion time for your repair will start once the inspection has been done and the work has been ordered.

5.17 If we need to do an inspection we'll contact you to arrange the visit for a convenient day and time.

## **6. Making appointments for repair work**

6.1 If we need to come to your home to carry out repairs, we'll give you an appointment in one of three time slots:

- 8am–1pm (Monday to Friday)
- 10am–2pm (Monday to Friday)
- 1pm–5pm (Monday to Friday)

We'll text you beforehand to confirm the appointment day and time (unless you've asked us

to contact you another way). We'll also text you a reminder the day before the appointment, and when the contractor's on their way.

- 6.2 Someone who's 18 or older must be at home for the appointment. If there isn't anyone over the age of 18 at home, the contractor won't be able to do the work. They'll then follow our **access policy and procedure** to arrange another appointment.
- 6.3 If you can't make the appointment, please let us know as soon as you can so we can rearrange it.
- 6.4 If your contractor can't make the appointment, they'll contact you to reschedule. If they can't get in touch with you, they'll let us know so we can try and contact you.
- 6.5 If a contractor is running late for an appointment, they'll contact you as soon as they can. They'll let you know why they're late, and when they think they'll get to you. If the new time doesn't work, the contractor will arrange another day and time for the appointment.
- 6.6 If a contractor doesn't turn up for your appointment, let us know as soon as possible so we can arrange another one.

#### **What happens if you miss an appointment?**

- 6.7 For routine repairs, the contractor will try to come to your home three times:
  - **if you're not home for the first appointment (we call this 'No access 1'):** the contractor will leave a calling card and text you to say when they were at your home and how to contact them to make a new appointment. If they don't hear from you, they'll try to contact you again up to three times over three different working days
  - **if you're not at home for the second appointment (we call this 'No access 2'):** the contractor will leave another calling card and text you to say when they were at our home and how to contact them to make a new appointment. If they don't hear from you, they'll try to contact you once more by phone
  - **if you're not at home for the third appointment (we call this 'No access 3'):** the contractor will leave a calling card and text you to say when they were at your home. They'll then let us know. We'll contact you to discuss what happens next (we'll follow our **access policy and procedure** when we do this).

We might also charge you for the cost of any appointments you miss.

- 6.8 If you need an emergency repair and you're not at home for the appointment, we might have to force entry (following our **access policy and procedure**). We'll only do this for essential emergency repairs, to fix a serious health and safety risk, or if we believe you might be injured or unable to respond.
- 6.9 If we need to do a second visit after carrying out a repair, the contractor will explain the next steps to you at your first appointment. If it's possible, they'll make another appointment with you before they leave.
- 6.10 At the end of each appointment, the contractor will make sure your home is safe and secure, and that they've left it as they found it.

## What to do before and after your appointment

- 6.11 Before work starts, please move any furniture or belongings out of the area we're repairing. If you need us to help you do that, we'll ask you to sign a damage disclaimer beforehand. If we need to lift carpet or flooring for heating repairs, we'll do our best to put these back as we found them.
- 6.12 If our repairs affect the decoration of your property, we'll 'make good' the area. If you'd rather re-decorate the affected area yourself, we can offer you a decoration voucher to help you pay for this.
- If access panels, hatches, ducts or ducting are covered with wallpaper, tiles, carpet, wood, laminate or other finishes, we won't be able to 'make good' these areas – we'll let you know in advance if that's the case.
- 6.13 Once we've finished your repairs, we'll ask you to sign off the work as complete. We, or one of our contractors, might also arrange to come to your home to inspect the works. This is so we can make sure you're happy with the repair and check the work is the right quality.

## If you need to move out

- 6.14 If we need you to move out of your home temporarily so we can do repair work, we'll arrange temporary accommodation for you. We'll also keep you informed about how the work's going.
- You can find more details about this in our **decant policy**.

## How we'll keep you informed about your repairs

- 6.15 Either we or our contractor will let you know how your repairs are going. We'll agree the best way to contact you, which will probably be by phone, text or email.
- 6.16 We'll also make sure you know about any other repairs or maintenance that affect you either by letter, newsletter, text message, email, your scheme noticeboard, our customer website or in person. We might also contact you another way if we need to.
- 6.17 We'll ask you for feedback on how we did. We'll analyse this and use it to shape and improve our services in line with **our customer engagement policy**.

## What do we ask of you?

- 6.18 We expect you to treat our people with respect and we have a zero-tolerance approach when it comes to employee abuse, whether that's verbal or physical. We take any harassment or threats to our people, agents or contractors very seriously and we'll always take action to protect them.
- In extreme circumstances we might take legal action if you've breached your tenancy agreement or broken the law.

#### 6.19 We ask you to:

- allow us and our contractors to come into your home at the appointment time we agree
- let us change the appointment time if we can't make it (we'll always try to give you as much notice as possible)
- check contractors' identity cards and call our customer support hub if you're worried they're not who they say they are
- never leave children alone at the property while contractors are working
- not smoke inside while contractors are working
- keep pets in a separate room while contractors are working.

#### What can you expect from our contractors?

6.20 Our contractors must follow the highest of standards when it comes to the quality of their work and their professionalism. When they take on a repair for you, you can expect them to:

- make a convenient appointment with you
- show their ID cards when they arrive
- fully explain the work they'll be doing before they start, and give you the chance to tell them about any hazards that aren't immediately obvious
- carry out repairs with courtesy and consideration, and to the highest standard
- keep all materials and equipment safe and secure
- keep your home clean and tidy, and take away any waste
- try not to make too much noise during work
- do everything they can to finish repairs by the deadline we've agreed
- keep any risk to you, the public or their own employees to a minimum.

#### What can you expect from us?

6.21 We'll give you reasonable notice if we need to enter your home to inspect it, or to carry out work on it or a neighbouring property.

6.22 We'll encourage our employees and contractors to proactively identify, report and fix any issues they see when they're in your home – even if they're there for a different reason.

6.23 We'll work with individuals and communities and make sure we consider any additional assistance and reasonable adjustments you might need.

6.24 We'll treat you as an individual, and we'll adapt our services to meet your needs wherever we can. This is in line with our **equality, diversity and inclusion policy**.

6.25 If you've told us you've got special requirements (e.g. a disability), we'll give this information to our contractors before they visit your home to carry out a repair. This is to make sure they know if you have any special circumstances they need to be aware of and to keep them safe. They'll treat this information sensitively, with respect and in line with our data protection guidelines.

## Will we repair or replace things?

- 6.26 We'll normally repair things rather than replace individual parts, unless it's more cost effective or sensible to do that. We'll decide what to replace, and when and what we'll replace it with.
- 6.27 We won't normally replace existing parts that are in good working order to get an exact match to a part that we've replaced – for example, if we replace one of your kitchen cupboard doors, we won't then replace the rest so they match.
- Having said that, we'll aim to match existing items if we can.
- 6.28 We won't normally install new fixtures and fittings, for example, extra kitchen units, showers, electrical sockets or security lighting.

## 7. Paying for repairs

- 7.1 You'll normally have to pay for any repairs shown as your responsibility in your tenancy agreement, lease, deed or licence. You'll also normally have to pay for any repairs that are needed because you've:
- misused or neglected your home, or haven't reported something that needed repairing
  - carried out or arranged unauthorised, inappropriate or poor alterations or improvements to your home
  - damaged your home or let a visitor or member of your household damage it. We might also charge you for the cost of an appointment if you're not at home when we arrive.
- 7.2 We won't usually repair fixtures and fittings you've installed yourself. But if we do, you might have to pay us for it.
- 7.3 If we do repair something you've damaged, something that's broken because you didn't take enough care of it, or something you didn't get our permission to alter (e.g. installing a cat flap in a door), we'll use our **rechargeable repairs and services policy** to decide whether you have to pay for it.
- 7.4 If you, other members of your household, or your visitors damage your home, it's your responsibility to repair it. If you don't do this, or your repair's not to the right standard, we might do the repair ourselves then ask you to pay for it.
- The only exception is damage to heating systems, as this must be fixed by a contractor we've approved (you'll still have to pay for it).
- 7.5 If a repair isn't our responsibility, but it's causing a risk to your safety or the safety of your home, we might do it ourselves then charge you for it.
- 7.6 If you don't pay us for a repair, we might take legal action against you.
- 7.7 If a repair isn't our responsibility but you can't organise it yourself, or if it's an emergency, we'll assess your case and might do it on your behalf. If we do, we could charge you for it.

- 7.8 If you pay a variable service charge, we'll talk to you before we do any repairs, maintenance, or improvements that are over a specific amount. This amount is set out in law (in section 20 of the Landlord and Tenant Act 1985) and is called the 'threshold value'. **Damage caused by the police**
- 7.9 If the police need to break into your home to detect or stop a crime, you'll have to organise and pay for any repairs. If you don't do this, we might do the work and then charge you for it. If there's no evidence that you committed a crime, we'll fix the damage ourselves. We might then seek compensation from the police.

## 8. Our right to repair scheme

- 8.1 This scheme allows you to claim compensation if we don't carry out a repair in a certain timeframe. It only applies to repairs we're responsible for under a lease or tenancy.
- 8.2 To qualify for compensation, you must report the repair to us and tell us that we didn't finish it by the due date. We'll then organise a second repair. If this doesn't happen, we'll pay you compensation.
- 8.3 We can send you a list of repairs that are eligible for the right to repair scheme, and how much compensation we'll pay if we don't do them on time. If you'd like a copy of this list, please contact us.
- 8.4 We don't automatically pay compensation under the right to repair scheme. You'll need to contact us if you want to make a claim.

## 9. Other types of repair and maintenance works

This section covers repairs we haven't mentioned above. It includes what happens if you live in a new-build home, and what to do if you want to make your own home improvements.

### New-build repairs

- 9.1 Works that we carry out as part of new-build or improvement contracts have a 'contractual defects liability period'. That means that, during this time, it's likely to be the developer's responsibility to carry out any repairs.
- The contractual defects liability period starts from the date the building or home is finished, and will either be 12 or 24 months, depending on when it was built.
- 9.2 If you live in a new-build property, and need a repair that isn't your fault within the contractual defects liability period, we'll classify it either as a defect or routine repair – which one depends on the contract we have with the developer. We'll then either repair it ourselves or arrange for the developer to do that.
- In some cases, for example if there have been problems during the contractual defects liability period, we might extend it.

- 9.3 There will also be a warranty period which lasts for either 10 or 12 years. If you're a homeowner, leaseholder or shared owner, you may be able to make a claim under the warranty.
- 9.4 Some new shared ownership leases also state that we should cover some repairs during the warranty period. If you have this type of lease you can contact us to find out who will do the work and whether we'll contribute to the cost.

#### **Disrepair (poor condition of a building or structure due to neglect)**

- 9.5 We have an obligation to carry out repairs. If we don't, and you've been through our complaints procedure, you can claim for disrepair. If you do this, we'll try to resolve the issue as soon as possible. We'll follow the government's Pre-Action Protocol for Housing Conditions Claims (England) when we do this. You can find out more about this in our **housing conditions (disrepair) claims policy and procedure**.

#### **Home improvements**

- 9.6 You have the right to carry out improvements or alterations to your home (as long as your tenancy or lease allows that). Before you do so, you must write to us to let us know what you want to do and wait for our approval.

You can find out how to do this in the 'manage my home' section of our [customer website](#).

- 9.7 If you don't get permission for the work, you'll have to pay for any repairs needed at the end of your tenancy or sooner if we find the work is unsafe.
- 9.8 If we find that any improvements you've made aren't safe or have devalued your home, we might put these right and charge you for the work.
- 9.9 If we do approve work, it must be finished to an agreed standard by a qualified person. We'll inspect the work and if it's not up to standard we'll ask for it to be corrected.
- 9.10 Repairing and maintaining improvements or alterations you've done is your responsibility, not ours.

#### **Home adaptations for customers with special requirements**

- 9.11 We're committed to helping vulnerable customers, and those with special requirements due to disabilities, to live independently and with a good quality of life. That includes making alterations – called 'home adaptations' – to help with this. You can find out how this works in our home adaptations leaflet, available on our website.
- 9.12 We don't fund or carry out home adaptations for leasehold customers.

## **10. Complaints**

- 10.1 Our aim is to provide great homes for our customers and cared-for communities. However, we recognise that there are times when we do not meet the expected level of service. Where this is the case, it is important that we provide customers with a simple and accessible way to report this and put things right.

10.2 If you need to make a complaint, please refer to our **Complaints and Customer Care Policy**. We welcome all feedback from customers and use this insight to understand what our customers value and where we can improve our services in the future.

## 11. Getting the best value for money

11.1 We'll:

- agree works with contractors and others that get us the best value for money, accounting for quality and speed
- follow established rules and procedures (we call these 'group standing orders') when we invite bids for contracts and award them
- make prompt insurance claims under buildings insurance or defects warranties on all repairs. This is to make sure we only spend our routine repairs budget on repairs. We'll also make our people aware of the insurance that covers our customers' homes and how to claim on it
- only pay invoices for work that's been completed correctly, and pay these on time
- make sure we have the right checks in place by giving responsibility for ordering repairs and authorising them to different people. This includes:
  - regularly collecting and analysing feedback about our service from customers
  - carrying out random and targeted inspections
  - giving managers and our governing boards accurate information on performance to help them improve
  - using the evidence we gather, good practice and benchmarking to make our processes better.

## 12. What we do with your data

12.1 We follow the law and our data retention schedule when we keep and store data, documents and information.

12.2 You can find out more about what we do with your information in our **privacy policy**.

## 13. Who does what at Orbit?

13.1 Our head of property repairs is responsible for delivering and monitoring this policy, both internally and externally, and making sure we follow it.

13.2 The property repairs team is responsible for day-to-day service.

13.3 The contracts operations manager oversees our day-to-day services.

- 13.4 We meet with our contractors to check they're sticking to the terms and conditions of their contracts and their KPIs (key performance indicators – measures we use to evaluate and track their success).
- 13.5 We review our performance during property operations senior management team meetings. We'll also tell you about this in our customer annual report.
- 13.6 We regularly audit the department internally against this policy.
- 13.7 We use certain measures to understand how our repairs service is performing. Our head of property repairs is responsible for monitoring these.

Here they are in brief:

Performance indicator code	Performance indicator title	How often we check
TP03	'Time taken to complete most recent repair'	Every month
RP02	'Repairs completed within target timescale'	Every month
HMK006	'Satisfaction with repairs in a month'	Every month
TP02	'Satisfaction with repairs'	Every quarter
HMK188	'Routine repairs completed each month, per 1000 properties'	Every month

## 14. Extra information about this policy

- 14.1 We review this policy every three years – unless the law says we have to do that more often, or we change our policy on reviews. And we develop all our policies and procedures in line with our:
- data protection statement
  - equality diversity and inclusion approach
  - complaints and customer care policy
  - regulatory and legal obligations.
- This helps us make sure we deliver our services lawfully, and that we treat people equally and fairly.
- 14.2 We carried out an equality analysis of this document on 05 April 2023. This is a legal requirement and a way to check the potential impact of the policy on different groups of people (both customers and employees). It helps us make sure our services are accessible and inclusive, and that we can tailor them for different people's needs. You can contact us to get a copy of this.
- 14.3 We carry out data protection impact assessments for all supporting procedures. These are an important part of data protection and privacy regulations and help us make sure we handle personal data the right way.
- 14.4 To put this document together we worked with the following Orbit teams:

- property repairs
- property management
- property safety
- property charges
- property improvements
- tenancy management
- lettings
- support and service development
- independent living
- commercial
- customer engagement
- customer communications
- research and insight
- health and safety
- strategic asset management
- corporate planning.

Outside Orbit we worked with:

- customers in our Customer Property Operations Group
- customers in our Disability and LGBTQ+ customer groups
- contractors.

We also welcome feedback from our engaged customer group to assist us in shaping our policies and procedures.

14.5 There are a few laws and regulations that are relevant to this policy. They are:

- the Regulator of Social Housing Safety and Quality Standard
- the Landlord and Tenant Act 1985
- the Gas Safety (Installation and Use) Regulations 1998
- the Leasehold Property Repairs Act 1938
- the Housing Repairs and Rents Act 1954
- the Defective Premises Act 1972
- the Occupiers Liability Act
- the Building Regulations Act 1984
- the Environmental Protection Act 1990
- the Party Wall Act 1996
- the Housing Acts 1985, 1988, 1996, 1998 and 2004
- the Housing Health and Safety Rating System, introduced by the Housing Act 2004
- the Decent Homes Standard 2006
- the Control of Asbestos Regulations 2012
- the Construction (Design & Management) Regulations 2015
- the Defective Premises Act 1972
- the Electricity at Work Regulations 1989
- the Health & Safety Act 1974
- the Fire Safety Act 2021
- the Homes (Fitness for Human Habitation) Act 2018
- the Building Safety Act 2022

- the Smoke and Carbon Monoxide Alarm (England) Regulations 2022
- Social Housing Regulation Act.

14.6 You might also want to check these other Orbit policies:

- damp, mould and condensation policy
- heating no access procedure
- access policy
- rechargeable repairs and services policy
- home adaptations policy
- housing conditions (disrepair) claim policy
- property investment policy
- tree policy
- service charge policy
- temperature management control plan
- strategic asset management strategy
- additional assistance and reasonable adjustments policy
- safeguarding policy.

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