

L&Q Repairs Policy



1	Purpose and Commitment.....	2
2	Scope and Definitions.....	2
3	Legislation and Regulation	5
4	L&Q General responsibilities	6
5	Communal repairs	7
6	Leasehold and Shared ownership properties	8
7	Tenanted properties	9
8	Monitoring and Controls	10
9	Equality, Diversity and Inclusion	10
10	Communication	11
11	Policy controls sheet.....	12

1 Purpose and Commitment

- 1.1 This policy supports our over-riding aim to ensure every L&Q resident has a safe and decent home, and access to services they can rely on. We want our residents to feel happy and safe in their homes and we recognise that providing a reliable, customer focused repair and maintenance service is key to ensuring that.
- 1.2 The policy sets out the standard of service and conduct that residents can expect from anyone delivering repairs on our behalf. It clarifies our repairing responsibilities for different types of repair and reminds residents of their own responsibilities.
- 1.3 We are committed to:
- Delivering a reliable, excellent repairs service for our residents
 - Responding promptly to repair requests
 - Getting things right first time, wherever possible
 - Complying with all our legal and contractual requirements
 - Checking our performance to help us to continue to improve what we do

2 Scope and Definitions

- 2.1 L&Q own and manage many residential properties, with a mix of different types of tenancies and leases, as well as some commercial properties.
- 2.2 The type of repairs we undertake, and the timeframe for doing them, is determined by several factors which include:
- The type of contract that is in place – for example we have different repair responsibilities for our tenants than we do for our leaseholders*.
 - Our legal and regulatory duties – including health and safety requirements
 - Whether a residents age, health or other special circumstance means we adjust and undertake work differently. For example, we do some additional work for older tenants
 - Our agreed service standards. (Table in 2.5 shows target timeframes for tenanted properties)
 - Warranties or defect periods that may be in place

*Residents are advised to check their contract, or ask us, if they aren't sure if we cover a particular repair.

2.3 Definitions of work we undertake

We undertake the following types of repair and maintenance work:

- **Routine repairs** – small day-to-day fixes, but can include some works with additional complexity (see 2.5).
- **Emergency repairs** - repairs which, if not attended to, could cause serious damage to the building/ property, or pose a high safety risk to the health of the resident or members of the public.
- **Minor works**- medium-sized jobs to replace something that can't be fixed, and there is no imminent major work planned to do this.
- **Major works** (planned works) - large investment projects targeting multiple homes in the same location (e.g. replacing windows).
- **Cyclical maintenance**- repeat works designed to extend the life of an asset (e.g. painting external windows).
- **Empty Homes (Voids) works**- a range of works to individual empty homes to make sure they're up to standard before being re-let.
- **Defect Rectification and New Build repairs** – works undertaken in the Defects Liability Period of a newly built home. For the first 1 to 2 years after being built all repairs and defects are the responsibility of the developer to resolve and are subject to different rules and timescales.

2.4 In line with the definitions above, this policy's focus is on repair work rather than empty homes work, or planned works, or defect rectification and New Build repairs (which will be covered in more detail in separate policies). Such repair work includes emergency, routine, and minor repairs. These types of repairs enable us to fulfil contractual, legal, and regulatory duties; mitigate health and safety hazards; prevent further damage to the property; and maintain the functioning of key components.

2.5 Timeframes

In line with our service standards, we aim for our repairs to take place within the following general repair timeframes. (See also 4.12)

Routine day to day repairs	We aim to complete the repair in 20 working days
Routine day to day repairs with additional complexity*	We aim to complete the repair in 40 working days

Emergency works	Where there is an immediate danger to the occupant or members of the public, we will attend within 24 hours
Emergency works out of hours	For emergency works that occur out of hours, we will attend within four hours. The out of hours service goal is to 'make safe' and lower the immediate risk. A follow-on repair, if needed, will then be completed at the earliest mutually convenient appointment.

* Works with additional complexity can include, for example, where we need to order a specialist material, equipment, or specialist contractor to complete the repair – such as roofing work requiring scaffolding. We will let you know upfront if we expect work will fall into our 40 working day complex works timeframe. (See also 4.12)

- 2.6 For the purpose of this document, when referring to leaseholders, tenants, shared owners and other types of tenure collectively we will use the terms residents, though this may also include non-resident leaseholders. Where we specifically use a specific term such as 'tenant' or 'leaseholder' we are referring to someone with a contract for that particular type of tenure. This policy covers:
- Residents living in our general needs' homes and sheltered housing
 - Supported housing
 - Intermediate rent and key worker schemes
 - Our responsibilities for communal repairs - which will also impact leaseholders.
- 2.7 Regardless of who undertakes the work, (which may be our staff, or others contracted to undertake it on our behalf), our expectation is that all who deliver repairs for us will represent us well and work in line with our agreed standards. This means working safely, being polite and helpful, remaining aware of risks, and reporting incidents and concerns promptly.
- 2.8 New Lettings - At the point of let, all our homes will meet our Empty Homes Standard for that tenure. Once a property is let, we undertake repairs that are our responsibility.
- 2.9 For commercial units, we are responsible, as landlord, for the repair and maintenance of the exterior and structure of the building. Internal repair responsibilities are set out in individual lease agreements.
- 2.10 For pest control and associated works, see the Pest Management policy¹.

¹ A separate Pest Management policy document was being prepared at time of this documents publication

3 Legislation and Regulation

3.1 We aim to meet our relevant legislation and contractual obligations and will often exceed what we are legally required to do. These include, but are not limited to, the following:

- Homes (Fitness for Human Habitation) Act 2018
- The Landlord and Tenant Act 1985 (Section 20)
- The Housing Act 1985
- The Housing Act 1988
- The Housing Health and Safety Rating System (HHSRS) introduced under the Housing Act 2004
- The Defective Premises Act 1972 Occupiers Liability Act
- The Decent Homes Standard 2006
- Health and Safety at Work etc. Act 1974 (primary legislation which imposes a general duty of care upon us)

3.2 The Regulator of Social Housing sets consumer standards, which we are expected to meet. Our policies and processes are reviewed in line with such standards. The main standard that relates to this policy is the Quality and Safety standard. Broadly this requires us to:

- Provide a cost-effective repairs and maintenance service
- Meet all applicable health and safety requirements
- Balance repair work with planned work and regular maintenance
- Aim to get repairs right first time where possible

3.3 Pre-action protocol for Housing condition claims.

Claims and notifications will be managed in line with a process which has been written to comply with this protocol and relevant legislation. The protocol is built on the understanding that repairs have been reported to the landlord, and expects there to be evidence of reasonable effort from both landlord and resident to achieve a repair resolution prior to legal action.

3.4 More information regarding legislation for specific areas of our work can be found in other associated safety policies covering gas, electricity, asbestos, fire safety, legionella, lifts, building safety etc.

4 L&Q General responsibilities

- 4.1 Our repair and maintenance responsibilities are set out in legislation, regulation, and our tenancy, lease, transfer, and management agreements. Where the terms of these agreements differ from those set out in this policy, those terms take precedence.
- 4.2 Across all our homes, we are responsible for maintaining the following:
- The structure and exterior of the home, including walls, roofs, windows, external doors, drains, gutters, external pipes and boundary fences and gates.
 - Common entrance ways, halls, stairways, lifts, passageways, and other communal areas, including estate grounds.
 - Fixtures and fittings for water, gas, electricity, heating, and sanitation.
- 4.3 Where age, and wear and tear affect key components such as kitchens, bathroom, doors and windows, these will normally be replaced through a planned programme of work, rather than as a routine repair.
- 4.4 We usually install standard-sized fittings, fixtures, and installations, as these represent best value, being easier to repair or replace than non-standard versions. Where we have to replace a non-standard item, this will usually be to our standard issue and may not be a like for like replacement. We will not replace working items to match a set.
- 4.5 While redecoration is usually a resident responsibility, we will make good any surfaces affected by the repair ready for residents to redecorate. Otherwise, we will only redecorate where we have a contractual obligation, or where we have agreed to do so in an exceptional circumstance.
- 4.6 More detailed information relating to our repairing responsibilities can be found in the tenancy or lease that is in place. See also the 'Social and Affordable Rent Home and Maintenance Responsibilities' booklet for our General Needs and Sheltered accommodation, (available on our website or by request).
- 4.7 We will provide a range of methods for residents to report repairs. While telephone reporting will remain a central part of our offering, we will encourage a shift to digital channels such as email and our online services. We provide an out of hour's telephone service to report emergency repairs.
- 4.8 All authorised operatives, including any contractors working in our behalf, will carry identification and will follow an agreed code of conduct. Operatives are expected to treat residents and their homes with respect and courtesy.
- 4.9 Where we have a repairs responsibility, reported repairs will be logged and ordered promptly. When a resident reports a repair in their home, we will seek to offer them a

fixed appointment for the work at the point of first contact. When working on an individual property we will always provide residents with an appointment.

- 4.10 Where we miss an appointment, we'll aim to contact the resident to apologise and rearrange the visit.
- 4.11 We have a 'right first time' approach. This means, wherever practicable, we aim to complete repairs in a single visit to both minimise disruption and deliver an efficient service. Where it isn't possible to complete the work on a single visit or within our expected timeframes, we will proactively manage the repair, keeping the resident updated with progress including arrangements for repeat or rearranged visits.
- 4.12 While we usually expect to be well within our target response times, occasionally to fully complete a repair we will fall outside of our targets². Examples include:
- Poor weather conditions preventing external works
 - Coordinating works involving multiple trades or contractors
 - Where we first needed to book an inspection to make a diagnosis to initiate the repair or order materials
 - Where a repair requires us to negotiate access through a property owned or managed by a third party
 - Completing follow-up work that could not be achieved in a single visit
 - Where we need to order a specialist material or specialist contractor to complete the repair
 - Proactive monitoring of an ongoing and complex repair such as a damp or structural issue.
- 4.13 If we need to carry out an inspection before ordering a repair, we will be clear that this is the reason for the visit, and will arrange any follow on works promptly. Our operatives will also be encouraged to be proactive in carrying out repairs. Sometimes this could mean checking in whether to go beyond the scope of the reported repair, to prevent the need for a further visit and ensure homes remain in a good state of repair.

5 Communal repairs

- 5.1 We are responsible for repairs and maintenance within communal areas unless a separate managing agent³ covers these. More information on what we are responsible

² We will use the 40 working day timeframe where we diagnose upfront that a repair is likely to be complex

³ Different terms may apply depending on specific contractual arrangements.

for is set out in the 'Social and Affordable Rent Home and Maintenance Responsibilities' booklet for our General Needs and Sheltered accommodation.

- 5.2 Where a communal repair or necessary improvement work is expected to cost more than £250 per home, we will ensure that consultation is carried out in line with Section 20 of the Landlord and Tenant Act 1985.
- 5.3 Where we are responsible for the management of the internal and external common parts of a residential building, we will keep these in a good and defect-free state of repair. Working with our partners in the community, we seek to ensure our neighbourhoods remain safe and secure. We ask residents to assist us by identifying and promptly reporting to us any communal repair issue, such as broken lights, lifts, door entry systems, and vandalism.
- 5.4 Communal repairs are also reported by our staff, such as our caretakers or housing teams, when they visit or work within buildings. Repairs may also be identified and reported by the designated Building Safety Manager in buildings which have one in place. We seek to be proactive in identifying and completing communal repairs. Where works are carried out, we will ensure we have good records, and preferably photographic evidence, of the completed repair.

6 Leasehold and Shared ownership properties

- 6.1 Repair and maintenance responsibilities for leaseholders are set out in their lease. With a few small exceptions, leaseholders are responsible for all repairs to the interior of their property and all facilities that service only their home.
- 6.2 Under the terms of the lease, a leaseholder/shared owner is required to give all authorised employees and agents of the Lessor access when required. We may ask a resident to clear an area or lift up a floor covering to allow us access to carry out work. If we assist with this, we are not responsible for putting things back in place or for any damage incurred, unless it is caused by neglect by our repair workers.
- 6.3 If a leaseholder or shared owner wants to make improvements and alterations to their home, they must get our written permission before doing any work, and use a suitably qualified person to carry out work. (See our Residents Home Improvement policy).
- 6.4 Leaseholders and shared owners are responsible for any replacements or repairs necessary due to damage caused by themselves, their household, their visitors, or any third party they have employed. This applies whether the damage was caused deliberately or by negligence. They will be required to pay for any damage caused to their home or any other property caused by their own conduct, appliances, or equipment.
- 6.5 Where required we will take action to legally enforce the lease.

7 Tenanted properties

7.1 Keeping homes and neighbourhoods well-maintained is a joint effort. We have set out a number of clear responsibilities and expectations for residents in their tenancy agreements to help to achieve this. (Where a tenancy agreement differs with these, those terms will usually take precedence over the policy).

7.2 Broadly, our standard terms and conditions set out the following expectations and responsibilities for residents:

- Keep your home clean and in good condition.
- Prevent damage through neglect or misuse.
- Report any criminal damage or vandalism to the police
- Report repairs to us promptly
- Allow us access to carry out repair work, inspections and servicing as required
- Carry out minor repairs, replacements, and redecoration in line with your responsibilities
- Keep gardens and communal areas tidy and free of rubbish
- Ask permission before carrying out any alteration or home improvement work (see our Resident Home Improvement policy)
- Insure your own possessions. (**Note:** L&Q recommends resident take out home contents insurance; L&Q offers residents reasonable contents insurance and can provide information on request).

7.3 Chargeable repairs

- We will only carry out repairs that are the resident's responsibility when there is a significant health and safety risk, or non-repair would cause further damage to the property. For example, if you cause a blockage to your toilet, or if a member of your household cracks a window.
- If we carry out a repair that is your responsibility, we may charge you for the cost we incur.
- We may at our discretion undertake repairs that would usually be chargeable, and/or waive our right to recharge, for example in line with our Supporting Residents with Additional Needs policy.

8 Monitoring and Controls

8.1 Third Party responsibility

To ensure value for money we check for third party liability in advance of undertaking any repair work.

- For new homes, developers have a contractual responsibility to rectify defects that occur within the defect liability period. We will liaise with the developer to rectify these defects. Warranties may also apply. Details on how to report these can be found in the Home User Manual or L&Q Warranty Documents provided when you moved into your home.
- Major works, such as replacement kitchens, bathrooms, doors, and windows etc are covered by warranties.
- Buildings insurance claims are usually made on repairs that are expected to cost in excess of £10,000 and therefore a loss adjuster usually coordinates such claims. Subsidence cases are also coordinated by our insurers.

8.2 We regularly monitor, report, and publish key performance indicators associated with repair work.

8.3 To assess compliance with this policy we will consider the following criteria:

- The volume and type of repair orders raised, and how these relate to our responsibilities and tenant responsibility.
- Timeliness, repairs completed within agreed timescales.
- Percentage of repairs fixed first time

9 Equality, Diversity and Inclusion

9.1 We recognise some residents may have particular circumstances, including a medical condition, disability, or vulnerability, that may need us to adjust the way we deliver a service. This is in line with the Equality Act 2010.

9.2 We recognise that not all vulnerabilities, disabilities or limiting circumstances are visible, or permanent. We rely on residents, or those supporting them, to let us know what additional needs we may need to take into consideration, and if these needs change, so that we can respond appropriately.

9.3 While not exhaustive, examples of how we may apply this in terms of this policy, include:

- Providing health and safety repairs that would normally be the resident's responsibility.
- Adjusting our service standards or timeframes where a delay would put a resident at increased risk because of a disability or health condition.
- An adjustment to how we communicate with our residents to meet their specific needs. For example, providing information in alternative ways for people who are visually or hearing impaired.

9.4 For further information on how we can provide reasonable service adjustments please refer to our Supporting Residents with Additional Needs Policy.

10 Communication

- 10.1 Our Resident Services Board discussed and approved a revised approach to our repairs offer. The offer aims to provide certainty in what repairs we will do as the landlord. It makes clear which repairs we believe are reasonable for residents to complete and takes into consideration additional support needs.
- 10.2 This policy will be publicised externally on our website. It is available internally to our colleagues, and we will publicise it through appropriate training and briefings.

11 Policy controls sheet

Date of approval: 19/05/2025

Approved by: Director of Maintenance Services

Effective date: 19/05/2025

Next Review date: 19/05/2028

Policy owned by: Director of Maintenance Services

Associated documents:

- Access policy
- Social and Affordable Rent Home and Maintenance Responsibilities booklet
- Resident Home Improvement policy
- Appendix 1 Tenure/Lease responsibility checklist (internal)

Main change	Key points
Reviewed in line with Repairs Change project. More information about leaseholders included (section 6).	Main policy position is unchanged. Wording has been reviewed to make this policy clearer for residents, and to reflect various tenure.
2.5 Clarification of timeframes	20 working days for routine repairs with 40 working days for complex repairs.
4.4 Standard issue replacements	Clarification that non-standard items that require replacing will be with standard issue replacements.
Removed information related to pests	Policy position unchanged, but pest management information is being moved into a separate policy
Reviewed by: Policy team	
Approved by: Director of Maintenance Services	