

## Repairs and Maintenance Policy

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<b>Approved by:</b>	Board
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### Contents

	Page
Purpose and scope of this policy	2
Policy	2
<ul style="list-style-type: none"> <li>• Our Repairs and Maintenance Service</li> <li>• Reporting a Repair</li> <li>• Repairs Appointments</li> <li>• Our Planned Maintenance Service</li> <li>• Housing Condition Claims (Disrepair)</li> <li>• Complex / Major Repairs</li> <li>• Quality Assurance and Continuous Improvement</li> </ul>	2 3 3 4 5 6 7
Definitions	7
Equality, Diversity and Inclusion	7
Data protection	8
Related legislation and regulations	8
Related policies and procedures	9
Customer engagement	9
Document revision history	10

## **Purpose and scope of the policy**

This policy applies to you if you're a Moat customer who's a tenant, shared owner or leaseholder.

It sets out how we'll carry out the repair and maintenance of homes and communal areas that we're responsible for.

As a tenant, shared owner or leaseholder, you'll be responsible for some repairs and maintenance as set out in your tenancy agreement or lease.

If we manage your home on behalf of another organisation, there may be some repairs that we're responsible for and some repairs that other organisations are responsible for.

This policy does not cover defects in new build homes – These are covered in our Defects Policy.

### **1. Our Repairs and Maintenance Service**

- 1.1 We'll repair and maintain the homes and communal areas that we're responsible for in accordance with our legal, regulatory and contractual obligations.
- 1.2 We aim to provide you with an accessible, efficient, and responsive service that takes into account your individual circumstances and needs (please see the Equality, Diversity and Inclusion section of this policy for further explanation). We use contractors to deliver our repairs service and are committed to continuously improving the service we offer you. Our colleagues and contractors will comply with our Code of Conduct.
- 1.3 We understand that having to stay at home so that a repair can be carried out can be inconvenient. We aim to provide a 'right first time' repair service, which means that the repair is completed on the first visit, with minimal disruption. We'll work with and monitor our contractors to achieve this.
- 1.4 We'll use like for like components and, when this isn't possible, we'll provide a similar suitable part.
- 1.5 If you're a shared owner or leaseholder, your lease will set out what we're responsible for repairing and maintaining and what you're responsible for repairing and maintaining - In most circumstances, you'll be responsible for maintaining and repairing everything inside your home and for contributing to the cost of maintaining the building you live in through service charges. We'll comply with relevant legislation when consulting with you on any works that will result in you needing to contribute to costs through your service charges. We'll do this at the earliest opportunity and listen to your views, offering support and guidance.

- 1.6 If we need to carry out repairs to your home that aren't our responsibility or that are required due to damage caused by you or someone else, we may charge you for these repairs in accordance with our Recharge Policy.
- 1.7 Where customers have their own private driveway, we will consider giving consent for the installation of an electric vehicle charging point. Where properties are in blocks or do not have an allocated or dedicated parking bay, permission will not be given to install individual charging points.

## 2. Reporting a Repair

- 2.1 If a repair is needed in your home that's our responsibility, please report this to us as soon as possible – and, if you're not sure whether the repair is our responsibility or yours, please contact us to check (Information about which repairs are our responsibility and which repairs are your responsibility is included in your tenancy agreement or lease and on our website). Please also report any repairs needed in the communal areas to us. You can report the need for a repair to us:
- by telephone: 0300 323 0011
  - by email: [customer@moat.co.uk](mailto:customer@moat.co.uk)
  - on our online portal [myMoat](#)
  - on web chat [Moat | Contact us](#)
  - in person to any Moat colleague
  - by writing to us at: Moat, Mariner House, Galleon Boulevard, Crossways, Dartford, Kent, DA2 6QE.
- 2.2 If you need to report a repair that you consider to be an emergency, please call us if you can.
- 2.3 If you give your permission for someone else to speak to us about the repair, and for us to speak to them about it, we will. We can liaise with them about all aspects of the repair, including agreeing the appointment and completing the repair.

## 3. Repairs Appointments

- 3.1 Wherever possible, we'll book an appointment at a time that works for you. Sometimes this won't be possible – for example, if the repair is an emergency. Sometimes, it may be more efficient for a contractor to schedule several repairs in the same area on the same day. We'll work with you to arrange the appointment for a day and time that's convenient to you and the contractor.
- 3.2 We aim to:
- attend emergency repairs (please see definitions section of this policy) within **four hours** to make safe and to complete the repair **within 24 hours**
  - complete all other repairs within **21 calendar days**.
- 3.3 If another appointment is needed to fully complete the repair, the person who attends the first appointment will, where possible, arrange the additional appointment before leaving your home. Another appointment may be needed

where, for example, parts or materials need to be ordered or a different tradesperson is needed.

3.4 We'll offer the following appointment slots:

- 9am to 1pm or 1pm to 6pm Monday to Friday
- 9am to 1pm Saturday (on request)

3.5 We'll confirm your repair appointment by text message (if we have a mobile number for you). We'll do our best to confirm your appointment using a different method if you need us to.

3.6 For repairs inside your home, please ensure that you, or another adult, are at home for the repair appointment to let the tradesperson(s) in and stay at home while they complete the repair. If you don't give us access and we have concerns about the safety of you, anyone else in your home, or your neighbours, we'll contact the relevant authority / authorities (for example, police or social services).

3.7 If you need to change your appointment, please contact us and give us as much notice as possible.

3.8 If we need to change your appointment, we'll contact you as far in advance as possible. If we don't attend the appointment, or if we change the appointment giving you less than 24 hours' notice, we'll apologise and give you £20 to say sorry. To help us do this and put things right, please report any missed appointments to us by contacting us using any of the contact methods in section 2 of this policy.

#### **4. Our Planned Maintenance Service**

4.1 We'll maintain your home and any communal areas that we're responsible for through a programme of planned maintenance and cyclical decorations to ensure your home meets the Decent Homes Standard (DHS) and, as far as possible, customer expectations. To help us do this, we'll aim to carry out a Home Improvement Survey every five years to check the physical condition and energy efficiency of your home.

4.2 We'll replace components that have reached, or are reaching, the end of their useful life. The table below sets out the estimated lifecycle of your home's main components. This is a guideline – We may extend the estimated lifecycle of components in your home in accordance with the Decent Homes Standard criteria and the professional judgement of the people who complete the Home Improvement Surveys for us.

<b>Component</b>	<b>Estimated lifecycle</b>
Kitchen	20 years
Bathroom	30 years
External doors	30 years
Windows	30 years
Roofs	60 years

Gas Boiler	12-15 years
Fixed electrical wiring	30 years

4.3 Other planned maintenance includes:

- External decorations and decoration of communal areas
- Fencing and paving
- Energy efficiency works
- The provision of door entry systems and additional lighting
- Works needed due to Fire Risk Assessment recommendations.

## 5. Housing Condition Claims (Disrepair)

5.1 We aim to minimise legal Housing Conditions claims within our homes and communal areas by ensuring that they're safe and well-maintained and that we comply with our landlord obligations including following the Pre-Action Protocol.

5.2 We operate a programme of surveys to understand the state and condition of properties and communal areas that we're responsible for. We hold a central register which contains comprehensive information regarding our stock to help us determine which properties in which areas will require attention.

5.3 We recognise that disrepair can apply to both homes and communal areas, including those that aren't our direct responsibility - for example, where we're not the freeholder and there's a managing agent in place.

5.4 We'll proactively investigate potential disrepair issues that come to our attention and will provide clear information to our customers about what repairs / works have been identified, with timescales for completion.

5.5 We'll offer alternative dispute resolution in accordance with the Pre-Action Protocol for disrepair which includes, but is not limited to, opening a formal complaint, mediation, right to repair or financial settlement.

5.6 Where a legal claim is received, we may appoint solicitors and will seek to recover our costs where there's no fault on our part. If a financial settlement is agreed, we'll use this to offset any arrears.

5.7 We expect our customers to be proactive in reporting repair issues, in accordance with the terms of their tenancy / lease agreement. Where a customer fails to report repair issues or fails to give us access, we may take appropriate legal action which could include seeking an injunction for access. We reserve the right to recover costs from the customer.

5.8 In cases of damage caused by a customer, including damage caused by neglect or a customer's failure to maintain their home in accordance with their tenancy agreement or lease: We'll give the customer a clear and comprehensive schedule of works that need to be completed, with timescales. We'll give them the opportunity to rectify the issues themselves using an appropriately qualified contractor, giving clear timescales for completion of works. If the works aren't

completed within the given timescales, we'll appoint our own contractor and recharge the cost of the works to the customer in accordance with our Recharge Policy.

5.9 Where appropriate, we may offer a temporary or permanent decant through our Decant Policy.

## **6. Complex/Major Repairs**

6.1 Some repairs may be larger than first thought and as such may need to be treated as a complex or major repair.

6.2 Generally complex or major repairs are larger, more significant repairs requiring extensive investigation work and in some cases several specialisms.

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6.3 These repairs usually incur more cost and have extended completion times when compared to routine repairs.

6.4 Some examples of complex/major repairs are:

- Specialist work, materials or trades – For example windows and doors may only be supplied by a specific manufacturer with a long delivery period.
- The repair is required to a major component. – For example a property's roof covering requires extensive repairs and/or replacement.
- Major heating system failures
- Severe cases of damp and mould

6.5 Once a repair has been deemed a complex/major repair, arrangements will be made for a surveyor to visit within 5 working days. This will allow for the surveyor to compile a schedule of works along with expected timescales for completion.

6.6 The surveyor will assign an appropriate contractor to carry out the works and will oversee the works until completion. We will also agree a communication plan with affected customers to ensure they're kept updated throughout the process.

6.7 Wherever possible, we'll aim to complete complex/major repairs within 21 calendar days, which is our target timescale for completing routine repairs. We'll monitor our performance against this target.

6.8 Where scaffolding or other access equipment is required to undertake works, we will ensure that customers are informed in advance of the works and any associated impact.

For planned works, customers will normally receive at least 5 working days' notice prior to scaffolding being erected. In emergency situations, customers will be informed as soon as reasonably practicable.

We will ensure that all directly affected properties, and where appropriate neighbouring properties, are informed.

We will aim to provide clear information on the nature of the works, expected timescales, location of equipment, and any likely impact on access, safety or privacy.

We will keep customers informed of any significant changes, delays or extensions as soon as these are known.

## **7 Quality Assurance and Continuous Improvement**

1.1 We'll monitor and improve the performance and value for money of repairs by:

- setting challenging key performance indicators (KPI's) and service standards that you can hold us to account against.
- carrying out post repair inspections and desktop checks to monitor the standard and quality of workmanship.
- monitoring spend against budget, identifying trends and ensuring value for money.
- holding monthly Operational Management Group (OMG) performance meetings with the contractor to ensure delivery of service against the contract and associated performance targets.
- holding bi-monthly strategic performance meetings with the contractor to monitor performance at a strategic level and consider / approve recommendations of the OMG.
- discussing repairs and maintenance performance including financial control at our monthly Asset Management Group (AMG) meetings.
- reporting performance quarterly to our Board and Customer and Communities Committee (CCC).
- delivering a programme of audits carried out by external auditors to provide assurance that our processes are robust and that our contractors are operating compliantly.

## Definitions

- **Disrepair** – The failure to keep in repair the structure, exterior and installations of a dwelling house or communal area to the requisite statutory standard. This includes, but is not limited to, damp, structural defects and failure of installations for supply of essential services such as water and heating.
- **Complex Repairs** – repairs that are larger, more significant/major repairs requiring extensive investigation work and in some cases several specialisms.
- **Emergency Repair:** Repairs to remedy any defect which puts anyone's health, safety or security at immediate risk, or which affects the structure of a home or building – for example, burst pipes, total loss of electricity.
- **Housing Condition Claim** – A housing condition claim is not only a civil claim: Claims actioned in a County / Magistrates Court could result in criminal prosecution arising from the condition of residential premises and may include a related personal injury claim.
- **Pre-Action Protocol for Housing Condition cases** (previously known as Pre-Action Protocol for Disrepair Cases) – A procedural framework (following Civil Procedure Rules) to be used by parties in the pre-action stages of a housing conditions claim. Intended to provide a framework within which parties in a housing conditions claim can attempt to achieve early and appropriate resolution.
- **Survey** – An inspection of assessment of the fabric, structure or related components of our premises or stock.
- **Decent Homes:** A decent home is one, which is wind and weather tight, warm and has modern facilities. It also has been updated to reflect the Housing Health & Safety Rating System (HHSRS). It reflects what social landlords should spend their money on. To set a national target a common definition of decent is needed so all social landlords can work towards the same goal.

## Equality, Diversity and Inclusion

This policy will be delivered in accordance with our Equality, Diversity and Inclusion Policy including the commitment to make reasonable adjustments to meet the needs of disabled customers / customers with a disability. An Equality Impact Assessment was completed for this policy and considered as part of the approval process.

As set out in section 1 of this policy, our aim is to provide you with an accessible, efficient and responsive service that takes into account your individual circumstances and needs. We recognise that, if we fail to do this, the impact may be particularly detrimental to you if you're vulnerable in any way and may create or exacerbate any vulnerabilities.

We recognise that there are lots of individual circumstances that can make a person less resilient and more vulnerable at a moment in time, including but not limited to:

- Age
- Disability, short-term illness or long-term illness – including mobility and respiratory issues
- Being blind or partially sighted
- Being deaf or hard of hearing – including Deaf people who communicate using British Sign Language
- Mental ill health including depression and anxiety – including anxiety about the home safety and financial circumstances
- Grief following a bereavement or loss
- Dementia
- Neurodiversity including autism, ADD (Attention Deficit Disorder), ADHD (Attention Deficit Hyperactivity Disorder), dyslexia, dyspraxia, dyscalculia, dysgraphia
- Caring responsibilities – for either other adults or children, including babies (particularly if premature) and young children, including disabled adults / children
- Being out of work or experiencing financial distress
- Low literacy or English not being first language
- Experiencing domestic abuse, hate incidents including hate crime or discrimination

We're committed to being flexible and agile, recognising, adjusting and responding to customers' individual circumstances and to evolving our repairs and maintenance service to better meet the needs of 'vulnerable' customers.

### **Data protection**

This policy will be delivered in accordance with our Data Protection Policy. A Data Impact Assessment was completed for this policy and considered as part of the approval process.

### **Related legislation and regulations**

- The Housing Acts 1985 and 2004
- The Landlord and Tenant Act 1985
- Right to Repair
- Commonhold and Leasehold Reform Act 2002
- Environmental Protection Act 1990
- Housing and Regeneration Act 2008
- Water Supply (Water Fittings) Regulations 1999
- Health and Safety at Work Act 1974
- Construction (Design and Management) Regulations 2015 (CDM 2015)
- The Control of Substances Hazardous to Health Regulations 2002
- Regulatory Reform (Fire Safety) Order 2009
- Control of Asbestos Regulations 2012
- Defective Premises Act 1972

- Equality Act 2010
- Home Standard, Regulator of Social Housing, 2015
- Homes (Fitness for Human Habitation) Act 2018
- Data Protection Act 2018
- The Decent Homes Standard
- Housing Health and Safety Rating System (HHSRS)
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Building Regulations Act 1984
- Pre-action Protocol for Housing Conditions Cases
- Decent Homes Standard
- Civil procedure rules
- Prevention of Damage by Pests Act 1949
- Public Health Act 1936

### **Related policies and procedures**

- Aids and Adaptations Policy
- Asbestos Management Policy
- Code of Conduct
- Compensation Policy
- Complaints Policy
- Damp and Mould Policy
- Decant Policy
- Defects Policy
- Disposal Policy
- Domestic Abuse Policy (Customers)
- Electrical Safety Policy
- Empty Homes Policy
- Fire Safety Management Policy
- Gas and Heating Management Policy
- Health and Safety Management Policy
- Hoarding Policy
- Legionella Management Policy
- Lifts Policy
- Managing Agent Policy
- Recharge Policy
- Safeguarding Adults at Risk Policy
- Safeguarding Children Policy
- Service Charge Policy

### **Customer engagement**

Your views are central to making sure our repairs and maintenance service meets your needs, now and in the future. We'll actively seek your views at every stage of our service design and delivery, including:

- during the procurement process, when we select our repairs and maintenance contractors.
- selecting the options available for replacement kitchens, doors and colours for planned maintenance works.
- as part of our performance monitoring.
- asking you to tell us about the quality of our repairs and maintenance service, including through SMS satisfaction questionnaires and telephone surveys.
- helping us to set our service standards.

On 21 February 2024, we contacted our Customer Advocates to invite them to comment on a draft of this policy by completing a survey. The survey, which closed on 1 March 2024, asked the following questions, and invited them to provide comments:

- Did you find the policy clear and easy to understand?
- We are keen to remove jargon and buzzwords wherever possible. Were there any words, phrases, or sections that you feel we should change to ensure it is plain English?
- Thinking more generally about this policy, is there anything you would change or anything missing?
- Would you support Moat's adoption of this policy?

No changes were made to the draft policy on the basis of any of the feedback, comments, and suggestions provided through the survey – The feedback related mainly to the need to deliver the repairs and maintenance service in accordance with the policy.

<b>Document Revision History (Record of any changes made to the policy)</b>		
<b>Date</b>	<b>Changes approved by</b>	<b>Details of changes made</b>
11/10/2024	Executive Director of Customer Experience	All references to 'Decant Policy' changed to 'Temporary Moves Policy' and 'decant' changed to 'moves', plus 'Aids and Adaptations Policy' changed to 'Home Adaptations Policy'.
03/03/2025	Executive Director of Growth	Complex / major repairs section added and definition of complex / major repairs added to definitions section.
29/04/2026	Executive Director of Property & Asset Management	Addition of section on scaffolding/access equipment and policy position on electric vehicle charging points following service review and emerging requirements. Full policy review to take place as part of the new repairs contact mobilisation work (September 2026).