

Repairs policy

1 Introduction

- 1.1 ReSI Homes Limited (“**ReSI Homes**”) is committed to ensuring that its homes are well-maintained, and repairs are carried out in a timely and cost-effective manner to maximise the long-term life of the properties.
- 1.2 The purpose of this policy is to set out our approach on how repairs and maintenance to leasehold and shared ownership properties will be managed.
- 1.3 The main aims of this policy are to:
- Provide clearly, the principles of customer repairs and maintenance obligations to their home; ensuring clarity is provided on the works we will carry out in line with obligations set out in the lease; and
 - Ensure the repairs and maintenance service meets all legal and regulatory requirements to leasehold properties and shared ownership properties.
- 1.4 This policy should be read and interpreted alongside our shared-ownership leases, which set out ReSI Homes’ responsibilities alongside those of our customer’, rights and obligations. If there is a conflict between a term of a lease and our policy, we would expect the lease to take priority.

2 Scope

- 2.1 This policy applies to all properties where we have the obligation to provide repairs and maintenance service as the:
- Landlord of shared ownership properties; or
 - As the lessor or sub-lessor (as applicable) in respect of the exterior structure and communal areas and other mechanical and electrical equipment shared within a building.
- 2.2 All schemes that have been grant funded as part of the Affordable Homes Programme 2021-2026 or where S106 has been agreed after December 2021, then these shared ownership properties will have a 10-year period where ReSI Homes will be responsible for some external, structural and internal repairs. In addition, we will reimburse the shared owner for some internal repairs up to a financial limit. This applies to new build homes for the first 10 years of the property’s life or until the shared owner reaches 100% ownership (whichever is sooner).
- 2.3 Responsibility for repairs will be clearly outlined in the shared ownership lease.
- 2.4 Where we are responsible for repairs, we will ensure that the service standards identified in this policy are met and include warranting where subcontractors are employed to conduct repairs and maintenance works.

3 **Customer responsibilities**

3.1 Leaseholders or shared owners of apartments, are responsible for servicing, maintaining, and repairing things that are inside their property, for example any fixtures and fittings, plumbing and electrical items, appliance faults, general repairs and leaks. Shared owners of houses are also responsible for the whole fabric of the building including boundary fences and walls as indicated in the lease.

3.2 The exceptions to this are:

- The 10-year period for leases of new shared ownership dwellings as described in 2.2 above;
- The responsibilities of ReSI Homes as owner of an apartment building or for estate management, or third parties with these responsibilities;
- Snagging items which the developer should rectify soon after completion of the building works;
- Defects of design and construction which are covered by a warranty such as NHBC;
- Matters which are covered by the building insurance, and
- The requirement to obtain the consent of RSI Homes, or its property manager, to undertake major structural works or improvements to the property.

Each of these are addressed below.

3.3 We expect customers to:

- Attend to repair problems as soon as possible;
- Minimise further damage where possible, such as turning off a water supply in the event of a leak;
- Immediately report emergencies to the relevant emergency services; and
- Contact manufactures or suppliers of white goods where under warranty.

Customers experiencing problems with damp or mould that they cannot resolve will be encouraged to contact ReSI Homes, or the property manager, who may be able to assist.

4 **Apartment buildings, communal areas, and estate services**

4.1 Communal areas, and estate services

4.1.1 For any repairs and maintenance works to the structure, communal areas of the building, communal services such as lifts and communal boilers, and estate services, all customers will be charged a proportionate amount for these works as per the terms of the lease. The cost of these works will be included in the service charge.

- 4.1.2 These repairs and maintenance will be organised by a managing agent appointed by ReSI Homes, or by a third-party owner of the building, or under an estate covenant for the management of the estate.

Where a third party has appointed a managing agent ReSI Homes will endeavour to make arrangements so that shared owners with service requests or concerns can directly approach that agent.

4.2 Approach to cyclical and planned maintenance

- 4.2.1 As set out in ReSI Homes' Building Asset Management Strategy, we want to ensure that where we are investing cyclically, that it is adding value to the buildings and preventing disrepair. Our residents know their buildings well, so their involvement is invaluable as part of an "invest to save" strategy.
- 4.2.2 We will use data obtained from stock condition reports to schedule planned maintenance. An annual programme of planned maintenance works will be notified to customers whose properties are impacted by planned work.
- 4.2.3 Leaseholders will be given notice about and be consulted on any relevant planned works, in accordance with the Landlord and Tenant Act 1985, which contains the primary legislation about consultation in section 20 of the Act.

5 Snagging and defects

- 5.1 Items that have been identified as outstanding on completion of the building work or a new dwelling will be rectified by the developer as soon as possible after completion. We will inform new customers of these snagging items and the plan and timescale for rectification.
- 5.2 All new properties are covered by the defects' liability period during which the developer's contractor will deal with any defects. This period lasts either 12 or 24 months from the date the property was handed over to ReSI Homes and not from the date the property was acquired by the leaseholder.
- 5.3 The customer is responsible for reporting defects directly to the developer's after care team or the property manager.
- 5.4 The developer must provide out of hours emergency contact information and communicate it to either the customer, either directly or via the property manager.
- 5.5 The developer will rectify defects within the timescales agreed with ReSI Homes and based on the following priority categories:
- Emergency defects - attended within 4 hours of notice
 - Urgent defects - attended within 24 hours of notice
 - Routine defects - attended within 14 days of notice
- 5.6 On a monthly basis, the developer will provide ReSI Homes with a list of all completed and outstanding defects, including date the defect was reported, the date customer was contacted and the data of when the defect was rectified.

5.7 At the end of the Defects Liability Period a final defects inspection is made, covering all contract works, and a schedule detailing final defects is issued for rectification.

5.8 After the developer's defect liability period expires the warranty (NHBC or similar) will provide cover from year 1 or 2 until the end of year 10 for items that are defects of design and construction subject to a minimum claim value (typically £2,000). Claims will be made by ReSI Homes.

If the shared owner staircases to 100% ownership during this period, then ReSI Homes will arrange for the warranty provider to transfer the benefit to the outright owner.

5.9 Any general maintenance requirements are the responsibility of the leaseholder, even during the defects liability period.

6 **Building insurance**

6.1 ReSI Homes, (or a third-party building owner), will arrange building insurance which will cover repairs and remediation resulting from accidental damage to the building. This policy will not cover matters of general repair and maintenance, nor damage caused by the occupier or the landlord.

Claims against the policy will be made by ReSI Homes or its property manager.

6.2 ReSI Homes, or its property manager, will make available to the shared owner a certificate from the insurer to confirm that the property is insured, and will also make available on request a copy of the insurance policy with details the terms, conditions, and scope of the cover.

7 **Major structural works and improvements**

7.1 Where a shared owner wishes to make changes to their property then ReSI Homes, or its property manager, should be contacted in advance.

7.2 Proposals that are minor in nature and do not affect the structure or value of the property will be given consent within a week, along with advice on how to choose a contractor and to ensure that all regulations, permissions etc of statutory authorities are obtained.

7.3 Proposals with an impact on the structure or value of the property may require a visit by a representative of ReSI Homes, or its property manager, to assess, and it may be necessary for the shared owner to commission a consultant to survey the property, specify the work, and seek contractors proposals, before the landlord's consent can be given.

8 **Appeals and complaints**

8.1 Customers who feel that they have not been treated in accordance with this policy can refer to and use the complaints procedure.

9 **Review**

9.1 This policy will be reviewed every two years.

Last reviewed 18 July 2023