

Fair Community Housing Services Repairs Responsibilities

REPAIRS, MAINTENANCE AND SERVICES PROVISION

1 Routine Day to Day Repair responsibilities delegated to the TMO

1 *(Option B: responsibility for routine day to day repairs, as specified in multi modular Appendix 1 is delegated to the TMO. The TMO may take on any repair responsibility it wishes providing the division of repair responsibility between the Council and the TMO, set out in Appendix 1 and Appendix 2, is sensible. Optional clause 1.4 enables the TMO to take on structural repairs below specified cost limit).*

1.1 Subject to clauses 7 and 8 below and the arrangements for **Major Works** in clause 6 of this chapter, the Council delegates to the **TMO** responsibility for the day to day repairs to the **Property** listed in Appendix 1 to this chapter.

1.2 Nothing in this clause shall impose upon the **TMO** a duty to repair, redecorate or maintain:

1.2.1 any fixture, fitting or appliance provided by a tenant, leaseholder or freeholder as an alteration or improvement except where the Council would be under a duty to repair, redecorate or maintain it and provided that the cost of so doing does not exceed the cost of carrying out the equivalent repair to the fitting, fixture or appliance provided by the Council; or

1.2.2 any part of the **Property** or any fixture, fitting or appliance in the **Property** which is in need of repair or maintenance because of any defect in the design or construction of the **Property** or the manufacture of any fitting, appliance or component part (unless funds for such repairs have been included in the **ALLOWANCES**, see chapter 4 clause 1); or

1.2.3 any part of the **Property** or any fixture, fitting or appliance which is the responsibility of a tenant, leaseholder or freeholder under their tenancy, lease or freehold transfer.

1.3 The **TMO** shall also be responsible for making good any damage or for repairs to the **Property** (including redecoration) which may be needed as a result of the **TMO** fulfilling the repair and maintenance responsibilities delegated to it by this clause.

1.4 The **TMO** shall also be responsible for any repairs to the structure of the **Property** which fall within the Council's repairing obligations in clause 2.1 below where the anticipated cost of the repair, shown by the lowest of three quotations obtained by either the **TMO** or the Council in advance of the repair being ordered, is less than £1,000 (or such other greater sum as the Council and the **TMO** may agree in writing).

2 Repair Responsibilities retained by the Council

2 *(Option B: standard clause with multi-modular appendix listing repair responsibilities retained by the Council).*

2.1 The Council retains all repair responsibilities in respect of the **Property** not specifically delegated to the **TMO** in clause 1 above or specifically the responsibility of any tenant, freeholder or leaseholder under his or her tenancy, freehold transfer or lease. The repair responsibilities retained by the Council include those listed in Appendix 2 to this chapter.

2.2 The Council shall also be responsible for making good any damage or for repairs (including redecoration) to any part of the **Property** which may be needed as a result of the Council fulfilling its retained repairing obligations.

3 The Rights of the TMO and the Council in the Event of Failure to Repair

3.1 In carrying out repairs under clause 1, the **TMO** shall meet the standards and timescales set out in Appendix 1 to this chapter.

3.2 In carrying out repairs under clause 2, the Council shall meet the standards and timescales set out in Appendix 2 to this chapter.

3.3 If, in the opinion of the **TMO**, the Council is in breach of the Council's retained repairing obligations or the standards and timescales set out in Appendix 2, the **TMO** may notify the Council in writing of the repair required (a "**Repair Notice**").

3.4 If the **TMO** is in breach of the **TMO's** delegated repairing responsibilities or the standards and timescales set out in Appendix 1, the Council may notify the **TMO** in writing of the repair required (a "**Repair Notice**").

3.5 If a **Repair Notice** is served on the Council by the **TMO** (see clause 3.3) or on the **TMO** by the Council (see clause 3.4) the repair shall be carried out:

3.5.1 within 48 hours of receipt of the **Repair Notice** if the repair is an emergency repair (namely a repair which causes immediate danger to a building structure in the **Property** or to the health, safety or physical security of any tenant, leaseholder or freeholder or other proper user of the **Property**) such as plumbing leaks, the failure of the supply of water, gas or electricity, the lack of space heating during the heating seasons or the failure of the hot water supply; or

3.5.2 within 7 days of receipt of the **Repair Notice** if the repair is an urgent repair (namely a repair other than an emergency repair which unless attended to will cause damage to a building structure in the **Property** or seriously impair the right of a tenant, leaseholder or freeholder to quiet enjoyment of their dwelling); or

3.5.3 within one month of receipt of the **Repair Notice** if the repair is a routine repair (namely all other repairs which are not emergency or urgent repairs).

3.6 If having received a **Repair Notice** a repair is not completed within the timescales set out in clause 3.5 above the Council (if the **TMO** is in breach of its repairing obligations) or the **TMO** (if the Council is in breach of its repairing obligations) shall have the right:

a) if the repair is an emergency repair to carry out the repair and recover from the other any costs reasonably incurred in carrying out the repair; or

b) to serve written notice (a "**Final Repair Notice**") requiring that the outstanding repair be completed.

3.7 If having served a **Final Repair Notice**:

a) an urgent repair is not completed within 4 days; or

b) a routine repair is not completed within 14 days;

and in either case a written response has not been received within the timescales in a) or b) above giving reasons why the repair could not reasonably be carried out within the timescales in Appendix 1 or 2 to this chapter and details of when it is intended that the repair shall be carried out, then the party which served the **Final Repair Notice** may without further notice proceed to carry out the repair and recover from the other any costs reasonably incurred in carrying out the repair.

4 The Council's Right to Initiate Major Works

- 4.1 The Council retains the right to draw up proposals for cyclical redecoration and associated repairs, structural repairs, renewal of components fixtures or fittings, and or improvements to the **Property ("Major Works")** if it considers them to be necessary or desirable.
- 4.2 If the Council decides that **Major Works** are necessary or desirable the Council shall inform the **TMO** and provide the **TMO** with details of the Council's proposals.
- 4.3 The **TMO** shall consult with tenants, leaseholders and freeholders over **Major Works** proposals, unless the Council is undertaking consultation under the terms of clause 14 of chapter 6 of this Agreement.
- 4.4 The Council shall give proper consideration to the **TMO's** response to **Major Works** proposals and to any changes which the **TMO** may suggest.

5 The TMO's Right to Initiate Major Works

- 5.1 The **TMO** may request the Council to draw up proposals for **Major Works** under clause 4.1.
- 5.2 Each year the Council shall advise the **TMO** of the information the Council needs to consider a request under clause 5.1 and the timetable for such requests to be considered.
- 5.3 Before submitting a request under clause 5.1, the **TMO** shall consult any tenants, leaseholders and freeholders who may be affected by the proposed **Major Works**. In finalising its request the **TMO** shall take into account any comments tenants, leaseholders or freeholders may make.
- 5.4 The Council shall give full and fair consideration to a request under clause 5.1. In deciding whether to accept the request, the Council shall give equal consideration to the need for repairs and/or improvements to the **Property** as it gives to the need for repairs and/or improvements to other properties in the Council's housing stock.

6 Major Works

- 6 *(Option B: Council retains responsibility for drawing up **Major Works** specifications and tendering **Major Works** but appoints the **TMO** as its agent to supervise **Major Works** contracts).*
- 6.1 If the Council intends to undertake **Major Works** the Council shall consult the **TMO** about its proposals (including the nature and scope of the works, the proposed contract terms and conditions and the methods by which it intends that the works should be carried out). The **TMO** may request the Council to amend its proposals or to include specific terms and conditions in the contract for the **Major Works**. The Council shall give reasoned consideration to any response the **TMO** may make to consultation under this clause. Where the Council has reason for not complying with a request the **TMO** makes in response to consultation, the Council shall, as soon as practicable, give the **TMO** a written explanation as to why the Council cannot comply with the **TMO's** request.

- 6.2 Before inviting tenders for **Major Works** the Council shall submit to the **TMO** for approval details of:
- a) the **Major Works** proposed;
 - b) the intended programme for the **Major Works**;
 - c) the access arrangements required for the **Major Works**; and
 - d) the contractors from whom the Council intends to invite tenders for the **Major Works**.
- 6.3 Within 28 days of receiving tenders for **Major Works** the Council shall submit for the **TMO's** approval details of:
- a) the tenders received for the **Major Works**;
 - b) the contractor whose tender the Council intends to accept for the **Major Works**; and
 - c) the date upon which the contractor intends to commence the **Major Works**.
- 6.4 The Council shall not invite tenders or let a contract for **Major Works** without approval and the **TMO** shall not unreasonably withhold or delay approval.
- 6.5 The Council shall appoint the **TMO** as its agent for the supervision of contracts for **Major Works**. In fulfilling its supervisory obligations under this clause the **TMO** shall comply with the performance standards for supervising contracts for **Major Works** set out in Appendix 3 to this chapter.
- 6.6 To enable the **TMO** to fulfil its obligations under this clause the Council shall, immediately a contract for **Major Works** is let, provide the **TMO** with a copy of the specification and contract for the works and any other information the **TMO** may reasonably require to carry out its supervisory responsibilities.
- 6.7 If, in supervising a **Major Works** contract under the terms of this clause, it becomes evident that works in addition to those specified in the **Major Works** contract are required the **TMO** shall immediately notify the Council in order that the Council may determine how to deal with the need for additional works. Should the need for additional **Major Works** arise, the **TMO** shall take such action as the Council may reasonably require including, if necessary, supervising the additional **Major Works** required.

7 Replacement Responsibilities

*(Standard clause with option to omit: omit only if clause 6 option C has been chosen and total responsibility for replacement is delegated to the **TMO** under clause 6 and the costs to the **TMO** of taking on the obligation to carry out planned maintenance and replacement of components in the **Property** which have reached the end of their useful life has been duly allowed for in the **ALLOWANCES**).*

- 7.1 Except insofar as delegated to the **TMO** under clause 6 above, the Council shall retain responsibility for the replacement and renewal (whether as part of a planned maintenance programme or otherwise) of all component parts of buildings in the **Property** which have reached the end of their useful life or which require replacement in order to ensure the safety of persons using the **Property** or to modernise and improve the housing in the **Property**.

- 7.2 Replacement in clause 7.1 does not include the replacement of any component as part of a routine repair. The replacement of a component shall not be considered part of a routine repair where the **TMO** can show that other components in the **Property** similar to the component in need of replacement have also reached the end of their useful life.
- 7.3 Components the replacement of which may be considered part of a routine repair include:
- a) taps and stopcocks;
 - b) leaking water supply and waste pipework;
 - c) opening window sashes;
 - d) door and window ironmongery;
 - e) cistern ballcocks;
 - f) kitchen units and worktops (of existing units);
 - g) central heating radiators and pumps; and/or
 - h) electrical switches, socket outlets and fittings.

8 Repairs Arising from Events Covered by the Council's Buildings Insurance

8 *(Option B: the Council retains responsibility for making claims for repairs arising from events covered by the Council's insurance, but the **TMO** carries out such repairs if they fall within its repairing obligations).*

- 8.1 The Council shall retain responsibility for administering all insurance claims for repairs to the **Property** which arise from events (such as storm damage, subsidence, fire damage, damage caused by burglary or vandalism and consequential damage caused by leaking pipes) which are covered by the Council's buildings insurance or which would normally be covered by building insurance had the Council not decided to cover such risks itself ("**Insurance Repairs**") (see chapter 1 clause 7).
- 8.2 As soon as practicable after the **STARTING DATE**, the Council shall provide the **TMO** with a copy of its buildings insurance policy and a simple guide as to the types of repairs which are **Insurance Repairs** and the action needed to avoid invalidating insurance claims, particularly if a dwelling in the **Property** is void and left vacant for more than one month.
- 8.3 If the **TMO** considers that a repair which falls within the repairing obligations delegated to the **TMO** (see clause 1 above) is an **Insurance Repair**, the **TMO** shall, immediately the need for the repair becomes known, notify the Council in writing that an **Insurance Repair** is required.
- 8.4 If the **Insurance Repair** is a repair for which the **TMO** is responsible under clause 1 above, the **TMO** shall not proceed with the repair until authorised to do so by the Council. The Council shall not be required to authorise such repairs until the claim has been accepted by the Council's insurers or authorised by the Council if the Council elected to cover such risks itself (see clause 8.6 below).
- 8.5 If the Council receives a notice from the **TMO** under clause 8.3 above or is otherwise aware that an **Insurance Repair** is needed the Council shall take all reasonable steps to ensure that:

- a) any emergency temporary repairs to protect the **Property** or the safety, health or security of tenants and any other persons living in or visiting the **Property** are carried out by the Council or that the **TMO** is authorised to carry them out; and
- b) that any insurance claim is made and where necessary pursued until approved by the insurer.

8.6 Immediately the **Insurance Repair** is accepted by the Insurer (or within 28 days of being notified of the **Insurance Repair** if the **Insurance Repair** relates to a risk the Council elected to cover itself, see chapter 1 clause 7.2) the Council shall:

- a) if the **Insurance Repair** is a repair for which the **TMO** is responsible under clause 1, authorise the **TMO** to carry out the repair; or
- b) if the **Insurance Repair** is a repair which is part of the retained repair responsibilities of the Council under clause 2 above, carry out the repair.

8.7 Having received authorization to carry out an **Insurance Repair** under 8.6 above and carried out the repair, the **TMO** shall, within 14 days of receipt, submit the invoice for the **Insurance Repair** to the Council for payment. The Council shall be responsible for paying invoices for **Insurance Repairs** and for recovering the cost of **Insurance Repairs** which are covered by the buildings insurance policy for the **Property** from the insurer.

8.8 The **TMO** shall, as soon as practicable after receiving a request from the Council, provide the Council with any information which the Council may reasonably require in order to make or pursue a claim to its insurers for an **Insurance Repair**.

9 Provision of Services by the TMO

*(Standard clause with multi modular appendix. The **TMO** may take on the provision of any service for the **Property** which is part of the Council's management function under s.27 of the Housing Act 1985 providing there is a sensible division of responsibility between the Council and **TMO**).*

9.1 The **TMO** shall be responsible for providing the services listed in Appendix 5 to this chapter (the "**TMO's Services**") and complying with the performance standards set out in that Appendix.

9.2 The **TMO** shall notify the Council in writing if, for any reason, the **TMO** is unable to provide any of the **TMO's Services** for a period of seven days or more. The notice shall inform the Council of the service the **TMO** is unable to provide, the period of time for which the service will be unavailable and the reason why the **TMO** is unable to provide the service. Service of notice under this clause does not end or alter the **TMO's** obligation to provide the **TMO's Services**.

10 Provision of services by the Council

10 *(Standard clause with multi modular appendix listing the responsibility the Council retains for providing services).*

10.1 The Council shall be responsible for providing all services not delegated under clause 9 above which include the services listed in Appendix 6 to this chapter (the "**Council's Services**") and for complying with the performance standards set out in that Appendix.

11 Right to Improve and Leaseholder Improvements

- 11 *(Option A: Council retains the responsibility for approving or refusing improvement requests).*
- 11.1 If a tenant in the **Property** who has the Right to Improve their dwelling under Section 97 of the Housing Act 1985 or a leaseholder in the **Property** who has the right to improve under the terms of their lease serves notice on the Council (an "**Improvement Notice**") requesting consent to make improvements the Council shall within 7 days of receiving the **Improvement Notice** inform the **TMO** in writing:
- a) that an **Improvement Notice** has been received; and
 - b) the nature of the improvements the tenant or leaseholder intends to make.
- 11.2 Within 14 days of being informed that an **Improvement Notice** has been received by the Council the **TMO** shall inform the Council in writing whether the **TMO** considers that the Council should:
- a) consent to the improvement proposed; or
 - b) refuse consent to the improvement proposed; or
 - c) grant consent, subject to stated conditions.
- 11.3 If the **TMO** considers that consent to the improvement proposed in an **Improvement Notice** should be refused or granted subject to conditions, the **TMO** shall also within the 14 days provided for in clause 11.2 inform the Council in writing of the reasons for the **TMO's** opinion.
- 11.4 The Council shall give reasonable consideration to the **TMO's** opinion in deciding whether or not to grant consent to the improvement proposed in an **Improvement Notice**. The Council shall as soon as is reasonably practicable give the person who served the **Improvement Notice** and the **TMO** a written statement of its decision and, if it refuses consent or gives consent subject to conditions, the reasons for the refusal or conditions.

12 Right to Repair

- 12 *(Option B: administration of **Right to Repair Claims** split between the **TMO** and the Council. The Council administers **Right to Repair Claims** in so far as they relate to the Council's retained repairing responsibilities. The **TMO** has delegated authority to administer **Right to Repair Claims** and compensation payments which relate to the **TMO's** delegated repair responsibilities. The tenancy agreement or tenants' handbook states where **Right to Repair Claims** should be served but both the Council and the **TMO** have responsibility to pass on claims if they relate to the other's repair responsibilities).*
- 12.1 The **TMO** shall have authority to receive and administer any claim from secure tenants (a "**Right to Repair Claim**") to have a qualifying repair (a "**Qualifying Repair**") under The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 (the "**Right to Repair Regulations**") carried out in respect of repairs which are the responsibility of the **TMO** under clause 1 above.
- 12.2 If the Council receives a **Right to Repair Claim** which relates to a repair responsibility delegated to the **TMO** under clause 1 above the Council shall immediately on the same working day as the **Right to Repair Claim** is received (or if that day is not a working day, on

the first working day after receipt) pass the **Right to Repair Claim** on to the **TMO**.

- 12.3 If the **TMO** receives a **Right to Repair Claim** which relates to a repair responsibility retained by the Council under clause 2 above the **TMO** shall immediately on the same working day as the **Right to Repair Claim** is received (or if that day is not a working day, on the first working day after receipt) pass the **Right to Repair Claim** on to the Council in order that the Council may administer the claim.
- 12.4 If the **Right to Repair Claim** is for a repair for which the **TMO** is responsible and is a **Qualifying Repair** the **TMO** shall issue a repair notice containing the information required by the **Right to Repair Regulations** to a contractor (which may be the **TMO**) to carry out the repair within the first prescribed period in the **Right to Repair Regulations**. The **TMO** shall give a copy of the repair notice to the tenant who submitted the **Right to Repair Claim** together with an explanation of the provisions of the **Right to Repair Regulations**.
- 12.5 If the **Right to Repair Claim** is for a repair for which the **TMO** is responsible but is not a **Qualifying Repair**, the **TMO** shall within the period required by the **Right to Repair Regulations** notify the tenant that the repair is not a **Qualifying Repair**, explain why and give the tenant an explanation of the provisions of the **Right to Repair Regulations**.
- 12.6 If the tenant notifies the **TMO** that:
- a) a **Qualifying Repair** for which the **TMO** is responsible has not been carried out within the first prescribed period in the **Right to Repair Regulations**; and that
 - b) the tenant requires another contractor to carry out the **Qualifying Repair**;
- the **TMO** shall, where it is reasonably practicable, issue a further repair notice to another contractor and give a copy to the tenant. If the tenant notifies the Council of the matters under headings a) and b) above, the Council shall immediately pass on that notification to the **TMO**.
- 12.7 The **TMO** shall be responsible for administering and meeting any claims for compensation which may be payable to a tenant under the **Right to Repair Regulations** because of a failure by the **TMO** to carry out a repair for which it has delegated responsibility under clause 1 within the second prescribed period set out in the **Right to Repair Regulations**.

APPENDIX 1 The TMO's Repair Responsibilities and Performance Standards

PART 1

1. Repair Responsibilities

The TMO's responsibility is for repair, not replacement, as defined by clause 7, Chap. 2. The Council is responsible for replacement.

1. Repair Responsibilities for dwellings let on periodic, secure or fixed term secure tenancies which are delegated to the TMO as outlined in Chapter 1, Appendix 1, Part1 and Part 2:

- a) the plumbing

the cold water systems beyond the main stopcock in each dwelling including the pipes, valves, stopcocks, cisterns and overflows.

the Council's plumbed fittings including baths, sinks, basins, w.c. suites, taps and waste pipes;

- b) hot water systems and heating including boilers, radiators, pipework, hot water storage tanks, pumps, feed and expansion tanks, insulation excluding annual servicing of these systems

- c) the electrical services

from the electricity board's meter including internal wiring, conduits, socket outlets, switches, and light fittings; excluding the electrical supply for heating systems:

- d) the Council's internal fittings and fixtures including:

doors and door fittings;

windows and window fittings

cupboards and kitchen units;

architrave's and skirtings;

staircases and balustrades (if any);

internal non load bearing partitions and the internal surfaces of internal load bearing and external walls including their plastered finishes; and

floor finishes supplied by the Council (if any).

- e) the reglazing of broken windows to dwellings which breakages are not due to damage or neglect by the tenant.

- f) external windows, window frames, doors, door frames, ironmongery, and window fittings, excluding repairs resulting from defects which arise through the Council's Planned Maintenance Programme.

- g) the redecoration of the interior of vacant dwellings where such redecoration is necessary to restore any dwelling to a suitable condition for reletting.

2. Repair Responsibilities for communal areas:

a) communal windows, window frames, doors, door frames, ironmongery, window fittings, and soffits;

b) the common parts of buildings in the Property including:

staircases and landings, balustrading and handrails

refuse chutes, chambers and hopperheads;

electrical services from the electricity board's meter for the supply to the common parts, including wiring, conduits, socket outlets, switches and light fittings;

estate signs, block notices;

c) internal non load bearing partitions and internal surfaces of external walls including their plastered finishes;

d) store sheds and communal facilities;

e) the cleaning and removal of graffiti;

3. Repair Responsibilities for external areas for dwellings let on periodic, secure or fixed term secure tenancies and flats sold on long leases (except where the responsibility for repair and maintenance is that of a leaseholder under his/her lease) which are delegated to the TMO:

a) perimeter fences, enclosures, walls and communal gates;

b) roads and parking areas not adopted for maintenance by the Council under its statutory powers as Highway Authority;

c) the light fittings for the grounds and non adopted footpaths and car parking including the supply cables from the electricity supply meter.

d) external decorations (standards outlined in Appendix 3)

PART 2

1. Repair Performance Standards

The TMO will adopt the Council's performance standards as the minimum standards for each of the services it has responsibility for.

1 Responsive Repairs

1.1 The tenants handbook will provide tenants and residents with information concerning the TMO's undertakings in respect of repairs and maintenance.

1.2 Tenants will be asked to provide a general description of the defect to be remedied, the urgency of the problem and information about access. Directly employed staff will have discretion to carry out small 'jobbing repairs' on the spot. Complex repairs, or those requiring an outside contractor will normally be pre-inspected prior to formally ordering any work.

1.3 Reporting repairs

Tenants may either complete a repair request form and hand it in at the TMO's office or telephone during working hours.

All repair requests will be logged and a receipt given or sent. The receipt will:

acknowledge the repair, state its priority and confirm mutually convenient access, and state the last date for completion: and/or

arrange initial inspection to determine nature of work, likely cost, responsibility, ie is it rechargeable to tenant or Council.

1.4 Repair priorities and timescales:

Southwark Council's repair timescales will provide a minimum standard for the TMO (see Chapter 2, Appendix 2). However, it will monitor the repairs service and every endeavour will be made to reduce these response times.

Repair requests (assuming they are not an emergency, (see below section 2)) will be logged as either urgent or routine. The TMO will try and remedy all defects for which it is responsible and for which allowance has been made in the repairs and maintenance budget as quickly and efficiently as possible.

• Urgent

A defect will be treated as urgent if it is causing serious inconvenience to the residents, visitors or public (eg, leaks or no hot water).

Inspection of defects classed as urgent will be within two working days.

The defect will be remedied, if possible, on inspection, or within seven days of being reported.

• Routine

The TMO would aim to inspect and remedy "routine" defects for which it is responsible within 20 working days.

1.5 Rechargeable repairs (tenants and holders of long leases)

It is the responsibility of tenants to report to the TMO any defects which need repair as soon as possible. It is also the responsibility of the tenant to take care of their home and the block and not allow damage to occur through negligence or abuse, either by the tenant, members of the tenants' household or by their visitors.

If any defect arises out of such negligence or abuse, the tenant will be liable to be charged the full cost of any materials and labour used to remedy any defect or damage caused. This would include damage to the property of third parties. The TMO's repairs service will be made available to holders of long leases on a chargeable basis.

1.6 Inspection

The TMO aims to pre- and post-inspect all repairs undertaken by contractors; where this is not possible a minimum of 20% will be undertaken.

2. Emergency Repairs

2.1 An emergency repair is:

any defect which could lead to the death or injury of occupants, visitors or public, eg collapsed floors or ceilings, gas leaks (these should be referred to the relevant provider), structurally unsound masonry or brickwork, live bare electricity wires in an accessible location or close to water;

any defect which could seriously endanger the health of occupants, visitors or public, eg broken or blocked WCs or where effluent is escaping within the dwelling;

any defect which could cause extensive damage to the landlord's property or tenant's effects, eg any defect which may cause a fire; making a door secure after forced entry; burst pipes; water penetration from one dwelling to another:

any defect which could cause serious inconvenience to residents or visitors, eg no power supply, no water supply;

any defect due to harassment will also be treated as an emergency.

2.2 Reporting emergencies

During working hours emergency repairs must be reported to the TMO Office. The Council will provide the out of hours cover. The contact number for out of office hours will be published in the Residents Handbook.

2.3 Standard for emergency repairs

Defects classified as an emergency will be repaired to a standard to remove the immediate risk. The completion of any work by the TMO's staff will normally be classified as urgent.

2.4 Emergencies will be made safe within 2 hours and the repair completed within 24 hours. The emergency telephone number will be circulated to all residents and also published in the Residents Handbook.

3. Communal Repairs

3.1 Reporting communal repairs

The TMO's staff will be the first point of contact for the reporting of any repair defects within and including the estate boundary.

The procedure for reporting defects in the communal areas is the same as for responsive and emergency repairs.

3.2 Priority categories and response times

Following inspection of the defect, the tenant reporting the defect will be informed of the action the TMO will take and the priority accorded to the repair. The priority categories are determined in the same manner as for repairs to dwellings.

3.3 Arrangements for regular inspection

The TMO's staff will check the condition and state of repair of all the communal areas of the estate over the course of each week and order repairs as necessary.

4. Planned Replacement and Cyclical Maintenance

4.1 The TMO will aim to minimise the need for responsive maintenance by the instigation of planned maintenance programmes and annual maintenance. The process through which these programmes will evolve will be through the use of information gained from the construction of a profile of the condition of the building. A review will be made of planned and cyclical maintenance requirements annually.

4.2 A computerised information base will assist in the construction of a profile of the stock condition and special needs of residents. The TMO staff, with appropriate professional support, will be required to undertake a condition survey of the estate each year. This will include a sample suitable to ensure accuracy, using standard stock condition practices. The condition survey will form the basis of the TMOs annual repairs and maintenance budget.

TMO staff will be required to make regular and detailed reports on how to improve the repair and maintenance service and minimise the need for reactive maintenance. The annual servicing of appliances e.g. gas boilers will be the responsibility of the council. Gas servicing will remain the responsibility of the council and carried out by the nominated contractor.

4.3 The condition survey will be supplemented by an annual tenant satisfaction survey.

5. Special Needs

5.1 The circumstances of the tenant will be taken into account in respect of:

the priority given to repairs where the household includes young children, people who are elderly or housebound or suffering from illness or disability, or where the defect is due to harassment ;

recharging for repairs due to negligence or abuse, or undertaking repairs or decoration which are the tenant's responsibility. Particularly consideration will be given to the type of household and type of situation mentioned above.

6. Conduct of Repair Operatives

6.1 TMO staff and contractors will be required to:

follow the TMO's Equal Opportunities Policy while 'on site';

carry proof of identity provided by the TMO;

observe relevant health and safety procedures;

exercise all reasonable care in respect of tenants' possessions and decorations using dustsheets when needed; cleaning up and taking away rubbish resulting from their work;

be insured for third party liability;

conduct themselves in a polite manner in their dealings with tenants and their household;

not smoke whilst working in tenant's homes.

All contractors will be required to call at the TMO Office before commencing work in the building.

7. Monitoring Arrangements

7.1 The TMO will monitor the repairs service primarily through its system of pre and post inspections. In addition:

Tenants will be asked to complete a satisfaction slip on the completion of each repair. The satisfaction slip will provide tenants with the opportunity to comment on the speed and quality of the service.

The TMO will undertake an annual self-completion questionnaire of all tenants to measure tenant satisfaction with the range of services provided by the TMO and the landlord, and tenants' views about how services might be improved.

7.2 Regular monitoring reports will be made at least quarterly to the Committee of Management. These reports will be made available to the Council. They will include:

number and type of jobs prioritised within each response category;

number of and type of jobs not being completed within response category;

expenditure in relation to budget;

quality and cost of repair work undertaken;

level of tenant satisfaction with work, including details of complaints and compensation claims;

recommendations for improving the economy, efficiency and effectiveness of the service;

completion rates for repair jobs against Right to Repair Target Times.

The above information will be provided to the Management Committee and made available to the Council and all residents within the property listed at page 20 (including the form and frequency)

7.3 The TMO's Annual Report to residents will contain the above information as well as a comparison with the Council's Best Value Indicators and any other information on which the local authority may be required to report to central government.

8 Right to Repair

8.1 The procedure will follow that prescribed by the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

Chapter 2 Appendix 2 The Council's Repair Responsibilities

Statement of Intent

The Council has Borough wide repair responsibilities and performance standards for each of the services it is contracted to deliver. These standards are listed in this appendix. These standards apply only to the services that are not subject to a local agreement or have not been delegated to THE TMO, Housing Co-op or other management organisation. In general the Council will, wherever possible, ensure these performance standards represent threshold standards to be adopted by all service providers.

1. Definition

Definition of responsive/reactive categories of repair that are the responsibility of the Council:

- a) The external structures of buildings, including brickwork, pointing, lintels, the external walls and their openings and all load bearing, party and structural walls.
- b) The roof structures and roofs covering.
- c) The surface water and foul sewers including gullies, access chambers and their covers.
- d) The water mains from the water board's supply pipe or stopcock to the mains
- e) the rainwater system including gutters, downpipes and fixings
- f) The gas mains from the gas board's main supply pipe to the meter in each dwelling.
- g) Lifts including, motors, hoists, cables, doors shafts and any associated plant or machinery; if any.
- h) Floors, including joists and floorboards and any other type of construction e.g. concrete.
- i) All underground services.
- j) All window replacements.
- k) All external pole lighting.
- l) Entryphones.
- m) Underground services
- n) Annual servicing of hot water systems and heating including boilers and the issue of annual Landlord Certificates.

2. Other repairs which are the responsibilities of the Council

The TMO has responsibility for cyclical redecoration (see Appendix 4).

All other cyclical maintenance remains the responsibility of the council.

3. How to report a repair

THE TMO would prefer that all repair requests go through THE TMO's office. However residents can report a repair for which the Council is responsible in the following ways:

By telephone or calling the repairs line between 9 am and 4.45 pm Monday to Friday (except Wednesday 9am – 1pm) .

If it is an emergency see section 5 below.

What information will be needed

Tenant's Name Tenant's Address Telephone number

When someone will be at home:
(This is very important especially if the repair is urgent.)

What needs repairing (giving as much detail as possible about the problem.
For example, if it is a repair to a door or window whether it is metal or wood.)

In many cases a Council Surveyor may need to visit to see exactly what needs repairing. If this is the case the Neighbourhood Office will advise when the repair is reported.

4. Tenants and Occupants with Special Needs

If all the members of the household are older or have a disability the Neighbourhood Office will be informed when the repair is reported. In some circumstances the priority given to the repair could be increased because of special needs. The Council accepts some additional repair responsibilities for tenants in these groups. Any information given will, of course, be kept confidential.

5. The Emergency Service

The TMO will use the Council's emergency service.

The Council's emergency repairs service can be contacted direct, the service operates at the following:

- Night time (4.45 p.m. - 9.00 am Monday to Thursday)
- Weekends (4.45 pm Friday - 9.00 am Monday)
- Public and Bank Holidays (including Christmas and Easter).

The Council's emergency service can be contacted on: (See Tenants Handbook)

If the emergency service call and there is no one at home, the call out order will be cancelled.

6. The Quality of Repairs

When an order has been passed to the contractor, either by The TMO or the Council to carry out a repair, maintenance or servicing work the job should be completed properly, on time, and to the tenant's satisfaction.

Chapter 2 Appendix 3 TMO's Standards for Letting and/or Supervising Major Works

The TMO has agreed to participate in the Southwark Partnership Agreement (Egan) for the provision of Major Works contracts. However, the TMO has retained the right to have responsibility for Cyclical Maintenance and Supervising Major Works. Should this right be exercised, the following Standards will apply:

Performance Standards for Letting and/or Supervising Major Works Contracts will mirror the standards adopted by the Council for letting or supervising of any Major Works.

It will be THE TMO's policy to use professional consultants for all major projects.

I. Appointment of Consultants

An approved list of consultants and contractors will be drawn up and maintained. The list will be reviewed annually. Acceptance on list will be determined by:

- Professional qualification

- Experience of required works supported by actual examples

- Sufficient staffing and resources to undertake project

- References from previous clients

- Professional indemnity insurance

- Compliance with Local Authority requirements for consultants

Selection of consultants to carry out work will be on a rotational basis (if necessary).

Consultants will be invited to tender for work against an outline brief which will include written proposal and presentation to THE TMO providing information on:-

- Previous experience of similar projects

- Approach to project

- Timetable

- Project management

- Consultation arrangements - previous experience

- Fee proposals

Arrangements for submitting proposed Major Works Scheme to the TMO

Consultants present detail of scheme providing:

- Works proposed

- Budget

- Timetable

- Approach to specification

- Tendering arrangements

- Contract arrangements

- Contract management

- Tenant involvement

- Post contract arrangements

The TMO will be provided with an opportunity to comment at proposal stage and at key points

through project as per their requirement.

Key Elements in Specification/Contract

- Detail required works
- Timetable
- Method/Order of works
- Contract requirements as per RICS/RICA and Local Authority
- Information requirements pre/post contract

Arrangements for tendering for professional consultants

Approved list maintained of contractors. Acceptance will be determined by adherence to THE TMO procedures which require details of:

- Previous experience
- Capability to carry out required contract - staff, equipment
- Financial stability
- Indemnity
- References

Tender list will be determined on rotational basis from approved list.

Tender list will be agreed by THE TMO Committee annually.

Arrangements for tender opening:

- Details of tender procedure provided to contractors with tender requiring return by given time in required envelopes

Opening arrangements

- Chair of THE TMO
- Treasurer
- Principal Officer
- Consultant

Open and register all tenders

Consultant carries out:

Tender report

- Checking tender returns and figures
- Provides response with recommended acceptance

Acceptance will not be purely on cost The principles of Best value and partnering will be applied.

Arrangements for Submitting to Council

Local Authority requirements will be followed

Contract Administration/Management

Consultant will have responsibility for contract administration and management
Principal Technical Officer of THE TMO will attend site meetings
THE TMO clerk of works will safeguard THE TMO interests
Consultant reports monthly progress to THE TMO

Regular progress meetings for residents attended by consultant, contractor, THE TMO officers.

Handover

Pre-hand over inspection and snagging hand over will be responsibility of consultant, and THE TMO Officer.

Defects Period

Post contract handbook provided to tenants by contractor/consultant

- Working and maintenance of appliances
- Reporting of defects
- Contact numbers
- Complaints procedures
- 6 month defect liability
- 12 month defect liability (electrical and mechanical) procedure
- Access arrangements

Future Management

Required servicing/regular maintenance will be added to THE TMO's existing arrangements by the responsible TMO Officer.

Material changes to management agreement will be negotiated as required by Local Authority.

Final Account

Consultant will progress final account agreed with THE TMO.

Disputes will be dealt with in accordance with the contract.

Chapter 2 Appendix 4 Major Works

The TMO has responsibility for cyclical maintenance in respect of :

The cyclical redecoration of all previously painted or treated external surfaces including windows and window frames, doors and door frames, soffits and bargeboards, balconies, stairs, fences and the interior of the common parts.

Chapter 2 Appendix 5 THE TMO's Services

THE TMO will be responsible for Caretaking , Cleaning and Grounds Maintenance (excluding Trees) to the properties and areas outlined in Chapter 1, Appendix1, Part 1 and Part 2.

For the initial running and provision of these services, the TMO will assume the Client role currently held by Southwark Council with regard to the existing contracts.

Cleaning and caretaking responsibilities

Cleaning and caretaking responsibilities for dwellings let on periodic secure tenancies or fixed term secure tenancies which are delegated to THE TMO:

- Cleaning including removing graffiti in common parts of the Property including: -staircases, handrails, banisters, landings (including walls and ceilings) windows (all internal stair and landing windows) doors, floors, lifts, lift lobbies, lights and light fittings
- Clean and remove rubbish chute chamber
- Remove any bulky rubbish.
- General upkeep of the roof access and tank rooms.
- The electricity supply for lighting the common parts and the replacement of light bulbs excluding pole fittings.
- General upkeep of the common grounds and gardens of the Property including:
 - clearing litter from the estates
 - cutting communal grassed areas and maintaining flower beds and shrubs
 - clearing play areas and play equipment
 - weed control, sweeping, snow and leaf clearing and salting of non adopted roads, (including drainage gullies), footpaths, pram sheds and car parking areas
- Controlling entrance gates to the estates (where applicable)
- Any bulkhead lighting of the grounds, non adopted roads and footpaths and car parking areas (including the replacement of light bulbs)
- Cleaning and removal of graffiti.

THE TMO shall be responsible for providing the following services for flats sold on long leases:

- Cleaning including removing graffiti in common parts of the Property including:
 - staircases, handrails, banisters, landings (including walls and ceilings)
 - windows (all internal stair and landing windows) doors, floors, lifts, lift lobbies,

- Clean and remove rubbish chute chamber
- Remove any bulky rubbish.
- General upkeep of the roof access and tank rooms.
- The electricity supply for lighting the common parts and the replacement of light bulbs excluding pole fittings

General upkeep of the common grounds and gardens of the Property including:

clearing litter from the estates

cutting communal grassed areas and maintaining flower beds and shrubs

clearing play areas and play equipment

weed control, sweeping, snow and leaf clearing and salting of non adopted roads, (including drainage gullies), footpaths, pram sheds and car parking areas

- Controlling entrance gates to the estates (where applicable)
- Any bulkhead lighting of the grounds, non adopted roads and footpaths and car parking areas (including the replacement of light bulbs)
- Cleaning and removal of graffiti.

Caretaking and cleaning

Caretaking and cleaning services delivered to the estates by THE TMO are supplemented by the tenancy /leaseholder responsibilities of residents. The successful care and upkeep of the estates is dependent on an effective partnership between residents and THE TMO.

This list outlines the range of cleaning and caretaking services which THE TMO provides for its residents.

Cleaning

It is the responsibility of residents to keep the front (and the rear where appropriate) of their own homes clean and tidy. All shared areas - corridors, stairwells, lifts, forecourts and estate roads are cleaned by THE TMO staff or contractors.

Times and frequencies may vary from time to time or from place to place. It is THE TMO policy to concentrate on jobs that need doing, (e.g. already clean areas will not be re-swept simply because the job is on the schedule. THE TMO staff will be expected to move on to more useful work). In the event of staff shortages, cleaning and caretaking services may be affected.

THE TMO's cleaning and caretaking performance standards are as follows:

General Upkeep

THE TMO staff are also involved in looking after the estates and will:

- make sure the conditions of tenancy are followed
- give advice to tenants - especially the elderly
- report illegal parking and abandoned vehicles
- report repairs and dealing with emergencies
- look after communal areas

THE TMO staff will be on hand during normal hours to deal with disturbances and emergencies.

They can be contacted on the number given in the handbook and on display outside THE TMO office or through a THE TMO committee member.

Rubbish Disposal

Residents are responsible to ensure their own rubbish is disposed of only in the chutes and bins provided. All rubbish is collected by the Council's Cleansing Department. Residents can find out which days of the week they call from THE TMO staff or from THE TMO office.

THE TMO shall aim to achieve the following:-

Rubbish left in or around the chute areas will be removed each working day

Dumped bulk refuse will also be removed each working day or as quickly as possible.

THE TMO may take legal action against anyone responsible for dumping refuse on any part of the estates or causing a statutory nuisance through dumping rubbish.

THE TMO will arrange for paladin chambers to be cleaned and disinfected each week following the weekly refuse collection.

THE TMO's staff may attend refuse collections and ensure that refuse collectors clean up after collection.

Chutes will be checked daily for blockages and disinfected regularly.

Lighting

THE TMO staff will make sure that broken bulbs are replaced in corridors and stairwells. Lighting on adopted roads and footpaths will remain the responsibility of the Council.

Grass and planted areas

All flowerbeds, planted areas and shared grassed areas will be kept neat and tidy by THE TMO and

tended to a standard which enables plants to flourish. Grass will be maintained to park land standard. Litter will be removed.

Graffiti and vandalism

THE TMO staff will remove graffiti. Removal of racist or offensive graffiti is a high priority job and should be cleaned off within 24 hours. Residents will be encouraged to report all graffiti to THE TMO staff. It is the responsibility of THE TMO staff and residents to tell THE TMO, the Police or the Council of anyone who is causing damage to the estates. The Council or THE TMO will take legal action against anyone who causes damage to the estates - this may include evicting tenants and seeking compensation if they (or members of their family) are responsible.

The TMO shall also be responsible for the following services:

- Lightning conductors
- Smoke/fire alarms in communal areas
- Communal TV Aerials
- Dry riser testing
- Portable appliance testing (PAT)
- Pest Control

There are no performance standards for these services.

- Parking control (from April 2004, following a full consultation exercise with residents living in the properties listed at page 20 and after which a policy will be produced and submitted for discussion with LB Southwark)

Chapter 2 Appendix 6 Council Services

The Council will continue to provide the following services for the estates:

- Maintain and repair all piped services up to the stopcock or mains switch in each flat.
- Maintain and repair all metal and UPVC windows and doors and associated fittings if any.
- Maintain and repair all underground services including rainwater and soil runs.

Provision of power to the estate lighting, lifts and communal parts.

Plus services not delegated to THE TMO under clause 9 and appendix 5 including the following responsibilities to be retained by the Neighbourhood Office:

- Asbestos surveys and removals

There are no performance standards for this service.

CHAPTER 2 Appendix 7 Improvements Policy

THE TMO chose Clause 11 Option A therefore this Appendix is not required in this Agreement.

