

Repairs Policy

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Contents

Contents	1
1. Purpose	2
2. Regulatory standards	2
3. Definitions	3
4. Policy statement.....	3
5. Repair priorities	5
Job category: immediate	5
Job category: emergency	5
Job category: urgent	5
Job category: right to repair.....	5
Job category: routine or standard	5
6. Categorising repairs.....	5
7. Qualifying repairs under the right to repair scheme for secure tenants.....	6
Repair type: total loss of electric power	6
Repair type: partial loss of electric power.....	6
Repair type: unsafe power or lighthouse socket or electrical fitting	6
Repair type: total loss of water supply	6
Repair type: partial loss of water supply.....	6
Repair type: total or partial loss of gas supply	6
Repair type: blocked flue to open fire or boiler	6
Repair type: heating or hot water not working between 1 November and 30 April	6
Repair type: heating or hot water not working between 1 November and 30 April	6
Repair type: heating or hot water not working between 1 May and 31 October	6
Repair type: blocked/leaking foul drain, soil stack or toilet.....	6
Repair type: toilet not flushing (if there is only one toilet in the property).....	7
Repair type: blocked sink, bath or basin	7
Repair type: tap cannot be turned.....	7
Repair type: leak from a water pipe, tank or cistern.....	7
Repair type: leaking roof	7
Repair type: insecure external window, door or lock	7
Repair type: loose or detached banister or handrail	7

Repair type: rotten timber flooring or stair tread	7
Repair type: door entry phone not working	7
Repair type: mechanical extractor fan not working	7
8. Repairs to properties identified for estate regeneration	7
9. Mechanical and electrical	8
10. Prevention and disrepair.....	8
11. Managing disrepair claims	8
12. Damp and mould	9
13. Window restrictors.....	9
14. Tenant with vulnerabilities	10
15. Decision making, review, impartiality and conflict of interest	10
16. Complaints	10
17. Compliance, monitoring and assurance	11
18. Equality, diversity and inclusion	11
19. Communications and accessible information.....	12
19.1. At sign-up and ongoing engagement.....	12
19.2. Accessible formats	12
19.3. Language and interpretation.....	12
19.4. Delegated authority and consent	13
19.5. Digital exclusion and offline access	13
20. Data Protection	13

1. Purpose

We believe that having a home in good repair is essential to the health and wellbeing of our tenants. We recognise that the quality of our repairs service has a direct impact on the quality of life of our residents and we want to make sure that the effect is positive, and that our repairs services are easy to use and worthy of our resident’s trust.

This housing repairs policy sets out what our tenants and leaseholders can expect from our responsive repairs services, outlining our approach to the reporting and management of repairs, how tenants can hold us to account within these services and what they can do if our service falls below the standard we expect. The rights and responsibilities for the repair of their home are set out in the respective handbooks and on our website by searching my council home needs repairs. People who are neither council tenants nor leaseholders are outside of the scope of this policy.

2. Regulatory standards

The Regulator of Social Housing sets out its expectations of Registered Providers (RPs) through the Regulatory Standards and Consumer Code of Practice. The Tenancy Standard sets out specific expectations for RPs in the management of tenure and allocations. The [Transparency, influence and accountability standard](#) sets out expectations around information, advice and opportunities for tenants to engage in more meaningful ways on decisions that affect them.

This policy meets the regulatory expectations to:

- treat all tenants and prospective tenants with fairness and respect
- deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants
- use data from across records on stock condition to inform provision of good quality, well-maintained and safe homes for tenants including compliance with health and safety legal requirements, decent homes standards, delivery of repairs
- ensure the approach to assessing and recording the conditions of homes is robust and kept up to date by using information from a range of relevant sources
- ensure that all required actions arising from legally required health and safety assessments are carried out within appropriate timescales
- ensure that the safety of tenants is considered in the design and delivery of landlord services and take reasonable steps to mitigate any identified risks to tenants
- provide effective, efficient and timely repairs, maintenance and planned improvements services for the homes and communal areas we are responsible for

3. Definitions

Landlord responsibilities - We responsible for structural repairs, electrical repairs, communal areas, shared service, heating and hot water systems, plumbing and sanitation, major work and cyclical maintenance.

Tenant responsibilities - Tenants are expected to keep the property in reasonable condition and handle minor repairs which include day-to day-maintenance, minor fittings for example, damaged caused by tenant or guest and lost keys or lock replacements.

Leaseholder responsibilities - Leaseholders are responsible for maintaining and repairing the internal parts of their property, as defined by the lease. This includes internal wall, ceilings, and floors (excluding structural elements), fixtures and fittings, internal plumbing, electrics, and heating systems (unless communal), decoration and finishes. Private gardens, balconies or storage areas if demised in the lease.

Note: Leaseholders must seek permission for alternations where required and comply with lease conditions.

Time frames are based on current UK housing guidance including Awaab's Law and council standards

- **emergency:** includes gas leaks, major water leaks, total loss of power or heating in winter
- **urgent:** includes partial heating loss, broken toilet (if only one), or unsafe flooring
- **routine:** includes minor leaks, faulty extractor fans, or broken cupboard doors.
- **planned:** often part of cyclical maintenance or capital works programs.
- **right to repair** tenants may claim compensation if qualifying repairs aren't completed on time

4. Policy statement

We have core principles for the management of our repairs service, and the quality of the service we deliver.

We recognise that having a home that needs repair can be stressful and worrying.

In managing our repairs services, we aim to:

- provide a tenant centred service, interacting with empathy, respect and kindness in the delivery of our service
- have an easily accessible service, with clear information on how to report a repair and be kept informed of progress
- ensure we invest in, and manage, our properties to ensure our homes meet all statutory, regulatory and contractual obligations
- maintain fit for purpose asset management data and hold comprehensive, accurate, and up-to-date information on our homes
- hold current and historical repairs information through our housing management systems to provide an accurate and clear record of our work and decisions
- share summary repairs performance information with our tenants through our formal and informal groups, as well as our publications online and in the post
- confirm appointments with residents before attending a visit and, if unable to fix first time, we'll keep residents informed throughout the duration of the repair
- work closely with any contractors to ensure that we co-ordinate visits to minimise disruption whenever possible
- drive a first-time fix approach for all repairs where possible and actively monitor this through our service performance framework
- provide accountability and access to the people responsible for managing the repairs service through our tenant engagement frameworks
- provide multiple opportunities for tenants to feedback on their satisfaction with our service, and use this to improve what we
- ensure that it is clear to tenants and leaseholders where responsibility lies for completing repairs and that escalation routes are open and transparent

We want our tenants to have high levels of satisfaction with the quality of our service. To achieve this, we'll:

- apply rigorous risk, cost and performance management to the operation of our service, and any elements that are provided by a contractor
- use repair post inspections, estate inspections, resident satisfaction surveys and photographs of completed works to monitor and improve performance
- make first-time fixes wherever possible
- provide residents with regular updates where a repair requires multiple trades, repeat visits or case management
- ensure that all repairs are by pre-arranged appointment with no unannounced visits except in case of emergency
- set out clear requirements for all operatives before they can record an appointment as missed and to analyse data on missed appointments
- analyse repairs data to identify problems and delivery trends and make changes to ensure that the service is always improving

- ensure we keep and retain records of each visit and share appropriate information with contractors whenever appropriate
- ensure innovation is an integral part of the improvement process
- listen to and learn from feedback from the housing ombudsman, social housing regulator and other regulatory authorities

5. Repair priorities

We give every repair job a target date for completion using the following definitions. This helps us to manage all responsive repairs effectively.

Job category: immediate

Timescale: 1 hour - attend within 1 hour and make safe

Definition: issues which pose an immediate health and safety or security risk to people or sites

Job category: emergency

Timescale: 24 hours – attend and make safe within 24 hours

Definition: issues that would leave people without essential services or could cause serious damage if not rectified

Job category: urgent

Timescale: 5 working days

Definition: this is for jobs that cause some inconvenience or would lead to further difficulties if not rectified

Job category: right to repair

Timescale: 1 to 7 days – attend and complete work in line with right to repair legislation 1 to 7 days - attend within seven working days to undertake repair

Definition: works within the legislation

Job category: routine or standard

Timescale: up to 28 days to attend and complete work

Definition: work that poses no threat to occupants and/or may require substantial repairs

Where works require the issuing of a Section 20 notice, these will sit outside of the published timeframe.

6. Categorising repairs

We treat the following as immediate repairs:

- total loss of water
- loss of heating (in winter)
- burst pipe
- flooding
- total loss of power
- unsafe electrics
- unusable toilet (where there is only one in the home)

- unsecured ground floor window or door
- offensive or racist graffiti
- dangerous glazing in doors and windows

7. Qualifying repairs under the right to repair scheme for secure tenants

The government has listed 20 common repairs under its right to repair scheme and set a period of working days in which they must be completed. To meet the requirements of the right to repair scheme the repairs must cost under £250 and not be caused by misuse.

If we do not complete a qualifying repair within the prescribed period, tenants have the right to ask the council to get a second contractor. If the work is not completed in the second prescribed period, tenants may be entitled to compensation.

If an inspection is needed, the council is allowed extra time. If the inspection identifies the need for more extensive works costing more than £250, this is no longer covered under the right to repair, and tenants will be given more details on the target time for completion.

Only secure tenants qualify for the right to repair. It is not applicable to leaseholders.

Qualifying repairs under the right to repair scheme and the response times are summarised below:

Repair type: total loss of electric power

Response time (working days): 1 day

Repair type: partial loss of electric power

Response time (working days): 3 days

Repair type: unsafe power or lighting socket or electrical fitting

Response time (working days): 1 day

Repair type: total loss of water supply

Response time (working days): 1 day

Repair type: partial loss of water supply

Response time (working days): 3 days

Repair type: total or partial loss of gas supply

Response time (working days): 1 day

Repair type: blocked flue to open fire or boiler

Response time (working days): 1 day

Repair type: heating or hot water not working between 1 November and 30 April

Response time (working days): 1 day

Repair type: heating or hot water not working between 1 November and 30 April

Response time (working days): 1 day

Repair type: heating or hot water not working between 1 May and 31 October

Response time (working days): 3 days

Repair type: blocked/leaking foul drain, soil stack or toilet

Response time (working days): 1 day

Repair type: toilet not flushing (if there is only one toilet in the property)

Response time (working days): 1 day

Repair type: blocked sink, bath or basin

Response time (working days): 3 days

Repair type: tap cannot be turned

Response time (working days): 3 days

Repair type: leak from a water pipe, tank or cistern

Response time (working days): 1 day

Repair type: leaking roof

Response time (working days): 7 days

Repair type: insecure external window, door or lock

Response time (working days): 1 day

Repair type: loose or detached banister or handrail

Response time (working days): 3 days

Repair type: rotten timber flooring or stair tread

Response time (working days): 3 days

Repair type: door entry phone not working

Response time (working days): 7 days

Repair type: mechanical extractor fan not working

Response time (working days): 7 days

We'll not undertake repairs which are as a result of damage caused by our residents, or anyone invited into their homes. A list of repairs that we are not responsible for can be found in the tenant's handbook.

We may recharge residents for repairs that are not our responsibility or are the result of damage caused by unreasonable behaviour.

8. Repairs to properties identified for estate regeneration

Where properties are earmarked for demolition, it is important that they are kept in a reasonable condition while they remain occupied. We'll make a series of commitments to residents in such circumstances, and they will be discussed directly with any residents affected.

We'll communicate effectively by:

- allocating a dedicated surveyor to case manage repairs. They'll be a dedicated point of contact and arrange the necessary work and ensure communications are maintained until the work is completed
- ensuring tenants are informed about the steps that will be taken to undertake repairs and the timeframes for the work
- communicating with residents in a timely and sympathetic way
- ensuring details of how we can support residents concerned with their repairs are published online

- reviewing the policy regularly with tenants & leaseholders and monitor the effectiveness of the policy and the commitments it makes
- ensuring that performance is monitored against detailed key performance indicators and by reporting regularly on performance against these targets, providing our tenants with quarterly performance information as part of a repairs update
- inviting tenants to feedback on the policy at regular intervals and to work with us to ensure that the policy underpins continual improvement

9. Mechanical and electrical

Mechanical and electrical works that are listed as qualifying repairs for the right to repair are covered by this policy.

10. Prevention and disrepair

We are committed to improving our services and meeting our statutory and regulatory obligations, including those set out in the [Homes \(Fitness for Human Habitation\) Act 2018](#).

We aim to keep our own and freehold properties free from disrepair by identification and speedy resolution.

We aim to investigate disrepair claims objectively and promptly, establish liability, and reinstate homes quickly and effectively to ensure customer satisfaction and avoid the need for any court action.

Whatever works are required, we'll always consider the individual circumstances of the household, including any vulnerabilities, and whenever appropriate we will provide temporary accommodation.

We'll identify potential disrepair issues during our void maintenance process and where possible futureproof homes from the risk of disrepair including remedying any defect before the property is re-let.

Futureproofing will include considering ventilation and thermal works during the void process. The property must be fit for habitation before new occupants move in.

Our staff and contractors will report back to the relevant property and maintenance team immediately when they become aware of repair issues while visiting a property or estate. Where we have repeatedly failed to address repairs and residents seek redress through a legal disrepair claim, we'll continuously review progress to ensure maximum learning and service improvement

11. Managing disrepair claims

Disrepair is a repair that either falls within the remit of a defect that the landlord is liable to repair or that has been reported to the landlord, but the landlord has not carried out in accordance with the landlord's own timeframes for carrying out a repair.

We follow the pre-action protocol when responding to all legal disrepair claims.

Where a customer issues a disrepair claim, we instruct a solicitor to act on our behalf. We consider using alternative dispute resolution (mediation) methods where reasonable to resolve matters at the earliest opportunity to avoid legal action. We'll, where appropriate, consider settlement including financial settlements to resolve disrepair claims.

Where appropriate, we instruct an expert or single joint expert in conjunction with the customer or their third-party legal advisor to inspect the property for evidence of disrepair.

We undertake an agreed schedule of works to remedy disrepair within a reasonable timeframe. This may sometimes mean that parts of the property will be inaccessible while works are undertaken. Where this means the property is uninhabitable (for example if the kitchen or bathroom is inaccessible) we'll provide temporary alternative accommodation in line with the council's housing allocation policy.

We'll take account of a resident's vulnerability and their needs including children with an education, health and care plan and school location. If residents are required to move into temporary alternative accommodation, we'll explore needs as early as possible.

We exchange information with solicitors or other agencies requests in line with the pre-action protocol and our data protection policy.

The council has an obligation to collect outstanding rent arrears and if a tenant has rent arrears and is awarded damages/compensation, we'll deduct the sum of outstanding arrears before settling with the plaintiff's solicitors.

Where disrepair has been reported and subsequent attempts to access the property have failed, we'll pursue formal routes, including access injunctions and enforcing the tenancy agreement where necessary, to obtain access.

The council publishes details of how to make a building insurance or public liability.

Claim online [insurance claim](#).

12. Damp and mould

We recognise that many of our tenants and leaseholders experience damp and mould and that these can be a health hazard. We'll tackle every case pro-actively adopting a 'zero tolerance' approach to damp and mould. The council has a separate damp and mould policy that sets out the steps that will be taken once a report of damp and mould is received.

13. Window restrictors

There is no specific building regulations requirement to ensure that a window should only be allowed to open 100mm. However, this requirement is implied through other publications which indirectly suggests there is scope for compliance:

[Building Regulations - Approved Document K2, Section 3](#)

[Housing Health and Safety Rating System, Hazard no.22](#)

When we are made aware of a defective window, including any window restricting device within an individual property or communal area, it will receive an urgent priority (within 24 hours of being reported) for the repair to be completed or made safe.

Where the window cannot be repaired, the operative will ensure it is made safe and inoperable. For example, boarding up the window until a new window/part can be fitted.

Window restrictors will be installed to all residents who want a device. Where installed the operative will leave a copy of the manufacturer's user guidance. If any reasonable adjustment is required due to a disability the council will try to support this where possible.

This offer will be regularly publicised through our usual resident communication channels.

Where we are made aware of a particular issue or vulnerability that may increase the risk of a person falling from a window, we will look to install window restricting devices. Where we identify windows that do not have a restrictor fitted these will be programmed for installation.

14. Tenant with vulnerabilities

In addition to our service-wide approach to making provision for vulnerable households through our procedures. We'll take time to understand any reasonable adjustments we need to make for residents who are vulnerable and require additional support.

When repairs are reported we'll proactively identify vulnerabilities including children with disabilities and health conditions.

We'll ask tenants if they or any household members have health needs or disabilities that mean we may need to do something differently to deliver the repair. This could include the speed at which the repair is completed or the help and support we offer while waiting for the repair to be completed.

Where a vulnerability is known to the council, we'll endeavour to attend urgent work within three working days. When our staff and contractors visit council properties, they will actively identify any vulnerability or safeguarding concerns and raise these with the local housing team to investigate.

15. Decision making, review, impartiality and conflict of interest

Decisions will be made by employees of the council in accordance with this policy. However, our procedures will ensure all decisions are reviewed or verified by a designated senior officer.

Tenants will be asked when the process starts, whether they (or anyone who lives with them or might reasonably be expected to live with them) are an employee of the council. Where a tenant affirms that they (or a usual household member), is an employee of the council, they will be notified of the process to deal with any conflicts of interest which will involve a senior officer assessing the circumstances and ensuring that it is dealt with impartially without any reference to the relevant employee. The same principle will be applied to relatives of persons who are employed by the council.

All decisions will be made and signed off by a suitably qualified officer (usually the responsive repairs manager). To avoid a conflict of interest our constitution does not allow for these decisions to be overturned by elected members, committees or cabinet.

16. Complaints

Tenants will be informed of their right to make a complaint within 12 months of becoming aware of an issue if they think we or any council employee/representative has:

- done something wrong
- behaved unfairly or not politely
- not carried out a service to an agreed standard; or
- not responded to a request for a service within our stated timescale

Complaints should relate to conduct or timescales, rather than the substance of any decision.

We have a complaints process that is compliant with the [Housing Ombudsman Code of Practice](#) for complaints, full details can be found on our website [Comments, compliments and complaints](#).

Our complaint process allows for further escalation to the Local Government and/or the Housing Ombudsman service if the tenant remains unhappy with the outcome of a stage 2 complaint.

17. Compliance, monitoring and assurance

Compliance with this policy will be monitored by periodic reviews of case records by the relevant team manager. We'll provide assurance on the proper implementation of this policy through regular self-assessment, internal audit, performance management, quality assurance of compliance with procedures and our risk monitoring work.

We'll keep this policy under review and may amend or replace it from time to time, for example due to legislative or regulatory changes, but will not change the substantive rules in it more than once in every 5 years (unless required to do so by law).

Prior to finalising and adopting this policy, we consulted with tenants as to its contents via the tenant partnership board.

The policy was approved through the democratic process and adopted by the council at the meeting of the executive 6 October 2025.

18. Equality, diversity and inclusion

We're committed to promoting equality, eliminating discrimination, and advancing opportunity for all tenants, in line with the [Equality Act 2010](#) and our public sector equality duty (PSED).

We'll apply this policy fairly and consistently, ensuring no tenant is disadvantaged, directly or indirectly on the basis of any protected characteristic, including:

- age
- disability
- sex
- gender reassignment
- sexual orientation
- race (including ethnicity, colour, and nationality)
- religion or belief
- pregnancy and maternity
- marriage and civil partnership

We'll apply this policy in a way that is fair and consistent to all tenants with all exceptional decisions recorded on the register of exceptional decisions.

This policy has been subject to an equalities impact assessment which determined this policy does not directly or indirectly discriminate against any person or group of people because of their race, religion/faith, gender, disability, age, sexual orientation or any other grounds which are set out in our equality and diversity policy or are a legally protected characteristic.

We'll ensure this policy and any supporting procedures do not create an unfair disadvantage for anyone, directly or indirectly through the EIA process.

We'll advise tenants that equalities information will be collected to enable a better understanding of peoples' housing needs and to ensure that no one is discriminated against as a result of the

way this policy has been framed, or during the administration of it. Tenants will be informed as to how such data will be used, handled, and stored.

We also recognise the impact of socioeconomic disadvantage, digital exclusion, and intersecting inequalities, and commit to taking a proportionate, trauma-informed approach wherever needed.

To ensure compliance and transparency:

- this policy has been subject to a full equality impact assessment (EIA)
- all exceptions to standard practice will be recorded on the register of exceptional decisions, with a clear rationale
- we'll monitor how this policy is applied and analyse outcomes to ensure no group is unfairly impacted in practice
- equalities data will be collected sensitively and used to tailor services, support monitoring, and improve outcomes

Staff will receive appropriate training to apply this policy in a non-discriminatory, inclusive, and culturally competent way. We'll regularly review and update our approach to reflect tenant feedback, changes in legislation, and emerging best practice in housing equality.

19. Communications and accessible information

We are committed to ensuring all tenants can access, understand, and engage with housing services regardless of their language, literacy level, disability, or communication preferences.

19.1. At sign-up and ongoing engagement

All tenants are asked about communication preferences and access needs when they first sign up to a tenancy and at key points during their tenancy lifecycle. These needs are reviewed regularly and at any point the tenant wishes to update them.

19.2. Accessible formats

Where standard communication would place a tenant at a disadvantage, we'll provide information in alternative formats, including but not limited to:

- easy read
- large print
- audio
- braille
- British sign language (BSL) interpreter
- video relay services
- subtitled or translated video content

19.3. Language and interpretation

We'll offer translation or interpretation services for tenants whose first language is not English, including telephone-based and in-person interpreters where required. Translated summaries of key documents will be available in the most commonly spoken community languages in Luton.

19.4. Delegated authority and consent

Tenants may nominate a trusted person (with delegated authority) to receive correspondence or manage tenancy communications. We'll confirm the nominated person's consent to receive and manage information, in line with data protection and safeguarding guidelines.

19.5. Digital exclusion and offline access

While many services are available online, we acknowledge that not all tenants have reliable internet access or digital confidence. All policies and procedures will be available in non-digital formats, and assistance will be provided to those needing help to complete digital tasks.

- **Multiple channels:** information and correspondence may be provided via letter, phone, email, secure messaging, or in person, depending on tenant preference and service availability.
- **Feedback and continuous improvement:** tenants are encouraged to provide feedback on the accessibility of our communications, and we regularly review our approach in line with best practice and tenant input.

20. Data Protection

We will hold all information about tenants in a secure manner in line with data protection legislation applicable to us.

We are subject to the information disclosure requirements of the [Data Protection Act 2018](#). The administration of this policy will ensure compliance with this legislation. For further information please reference our [Data Protection policy](#).

Tenants will be advised of their right to make a complaint to the office of the information commissioner if they believe we has failed to fulfil its obligations and responsibilities as set out in the [Data Protection Act 1998](#).