



REPAIRING AND MAINTAINING YOUR HOME

OUR POLICY

REVIEW DATE: NOVEMBER 2025



1.0 POLICY STATEMENT

- 1.1 Community Gateway Association (CGA) recognise the important role that our repairs service plays in the overall customer satisfaction of our tenants, and the benefits that an excellent repairs service can have on our tenants' quality of life and enjoyment of their home.
- 1.2 CGA is committed to providing an efficient repairs service to keep our properties in good condition and to fulfil our legal responsibilities to our tenants as outlined in our tenancy agreements.
- 1.3 CGA aim to provide a customer centric approach to our repairs service, engaging with and listening to our tenants at every possible opportunity. CGA want their tenants to feel safe, listened to, and for them to live in good quality homes.
- 1.4 This policy aims to deliver on these commitments and ensure that our tenants' homes are safe, warm, secure, and well-maintained. By adopting this policy, our aims are:
- to achieve the high standards expected of us by tenants
 - to provide access for all tenants to CGA's repairs service by offering a range of reporting methods
 - to ensure all tenants receive a service which is suitable for their needs
 - to inform tenants how we manage repairs and what options are available to them if we do not meet our obligations
 - to meet the standards set out in our tenancy agreements and leases
 - to comply with all legal requirements
 - to protect the value of CGA's assets and ensure they continue to be fit for the future

- to seek tenants' views on CGA's repairs performance and use data collected to shape and improve service delivery

2.0 What you can expect from your new home

- 2.1 CGA will inspect and carry out repairs to a property when it becomes empty, within the timescales agreed each year by our Board. We aim to let the property again as soon as possible so that it does not cause any problems while standing empty and also to make sure we minimise the amount of rent that is lost.
- 2.2 CGA has worked with tenants to agree a standard that all homes will meet before they are re-let to new tenants. A copy of this standard can be found along with more details about how we manage our empty homes in our Empty Homes Policy.
- 2.3 We aim to complete any repairs that are needed before the property is let but occasionally it may be necessary or more practical to postpone some repairs until the new tenant has moved in. In these circumstances this will be clearly communicated to the tenant before the tenancy agreement is signed.
- 2.4 A final inspection will be carried out before the property is let to the new tenant to ensure that any works carried out meet our standard, and to ensure no additional issues such as damp and mould have occurred whilst the property has been left empty.
- 2.5 CGA will contact tenants within the first 4 weeks after they move into the property to make sure they have settled into their new home and to understand if any other repairs have been identified by the tenant following moving in.

2.6 Where damp and mould has been identified and treated prior to the property being occupied, CGA will ensure we contact the tenant at 3 monthly intervals until satisfied that the situation has been fully resolved.

3.0 Reporting repairs to your home

3.1 We aim to provide access to CGA's repairs service for all our tenants by offering a wide range of ways to report a repair:

- By phoning CGA on 0800 953 0213 and selecting option 1
- Via our website: www.communitygateway.co.uk/report-a-repair
- Via e-mail: repairs@communitygateway.co.uk
- Office visit: In person at our Head Office - Harbour House, Port Way, Preston PR2 2DW during office opening hours which can be found on our website.
- Via a member of staff. All staff will accept repair requests from tenants. Staff visiting tenants in their homes are required to note any obvious repair/maintenance work that needs carrying out to the property, and ensure that these are reported
- A home visit can be arranged in certain circumstances

3.2 CGA will provide translation and interpretation services where appropriate and will ensure that technological solutions are in place to support tenants.

4.0 Repairing responsibilities

4.1 Responsibility for repairs and maintenance is shared between CGA and its' tenants.

4.2 Repairing responsibilities are set out in the tenancy agreement or lease relating to the property, as well as governed by legal requirements and case law.

4.3 Tenants are expected to take care of their home and report any faults or damage immediately, allowing access to the property in line with the agreed appointment times.

4.4 CGA have a legal responsibility for keeping the structure, exterior and services of the building and most of the fixtures and fittings in good order, and is responsible for repairing the following items to a property, unless expressly instructed otherwise in the tenancy agreement or specific lease, various breaches of the tenancy (as set out in tenant responsibilities), or with exception to tenants who have made an application to purchase their home:

- Roofs, gutters, downpipes, drains, chimney stacks, including flues
- External walls and doors (including handles, locks etc), windowsills, door frames (including handles, hinges etc) and outside paintwork
- Ensuring the property is free from defects which could lead to damp or mould
- Pathways within property boundaries, including steps and ramps
- Communal entrances, staircases, lights and lifts
- Boundaries
- Internal walls, floors, ceilings, plaster work, skirting boards, doors (including handles, hinges etc) door frames
- Basins, sinks, baths, toilets (excluding toilet seats), flushing systems and waste pipes
- Water heaters, boilers, fireplaces, fitted fires and central heating installations
- Electrical wiring and gas pipes, and
- Disabled adaptations

4.5 Where a tenant has made an application to purchase their home, CGA will only carry out limited repairs. These will include emergency repairs to ensure the property is wind and water-tight, in addition to any repairs that pose a risk to the tenant or the property.

- 4.6 Where an emergency repair is required, for example an issue with a burst or leaking pipe, the tenant must allow CGA access as soon as it has been requested.
- 4.7 The tenant must allow access to their property for a repair that is affecting a neighbouring property or to allow an inspection to take place.
- 4.8 There are some repairs that CGA do not carry out and which the tenant is responsible for. Unless expressly stated otherwise in the tenancy agreements or lease, these are as follows:
- Any item belonging to tenant (e.g. cooker, washer, fridge etc)
 - Tenants fixtures and fittings (e.g. curtain rails and battens, door numbers, toilet seat etc)
 - Internal decorations including filling of minor plaster cracks and easing of internal doors to fit carpets
 - Regular removal of condensation to prevent mould build-up
 - Bleeding of radiators, blocked sinks, basins, shower wastes, blocked drains and gullies requiring basic unblocking effort
 - Replacing electrical fuses, light bulbs, tap washers, sink and bath plugs
 - Relighting boilers
 - Garden areas, including tenants own divisional fencing
 - Damage caused by the tenant, household members or visitors to the property either through accident, wilful damage or neglect (Refer to section 'Rechargeable Repairs')
- 4.9 CGA is sensitive to the needs of our more vulnerable tenants and will ensure that individual needs are always considered, and where appropriate we will carry out works that would not normally be our responsibility.

4.10 For leasehold and shared ownership properties, the repair responsibilities will be set out in the lease and will take precedent over the above. Further information can be found in our Leaseholder and Shared Ownership Policies.

5.0 Rechargeable Repairs

5.1 Tenants are liable to be charged for certain repairs which would normally be CGA's responsibility if the repair is needed because of negligence or damage above normal wear and tear.

5.2 Recharges apply to the tenant, and the tenant is also liable if any member of their household, or any other person visiting their home causes damage.

5.3 Any cost for a repair or removal of a fixed appliance or installation installed by the tenant without CGA's permission will also be recharged to the tenants.

5.4 CGA may also agree to undertake work that is the tenant's responsibility in certain circumstances, such as the tenant is unable to carry out the work themselves or is unable to arrange for the work to be done by someone else. In these cases, CGA will agree to carry out the work but will re-charge the tenant for the cost to do so. In such circumstances, the work will not be carried out until the tenant has paid for the work.

5.5 The cost to be recharged in all cases will be the full cost to carry out the work and the associated administrative costs. Discretion will be used where appropriate and individual vulnerabilities will be considered before making a decision to recharge.

5.6 CGA will not recharge for repairs that are required as a result of a criminal act and that have been reported to the Police by the tenant and a crime reference number obtained.

6.0 Decoration of the home

- 6.1 Tenants are responsible for decorating inside the property and keeping it in good decorative order.
- 6.2 Some repairs may affect the decoration of the home. Where this is the case, the area will be made good following the repair. CGA are not able to make good access panels, hatches, ducts, or ducting covered with wallpaper, tiles, carpet, wood, laminate, or other finishes. In these circumstances, we will advise the tenant before work is started.
- 6.3 Decoration will be left as close as possible to how it was before the work was carried out. Tenants will be advised of what decoration will be carry out prior to the repair commencing. CGA will take care to minimise damage to decoration during repairs work.

7.0 Types of Repair and Timescales

- 7.1 For repairs that CGA have a responsibility to undertake or where we have agreed to undertake due to a tenants' vulnerability, we will determine the most appropriate urgency and repair category as set out below.

8.0 Emergency Repairs

- 8.1 Emergency repairs will be carried out where there is a potential danger to the health and safety of the occupiers of the property or any third party, or a danger of serious damage to the building.
- 8.2 Tenants can report emergency repairs 24 hours a day, 365 days a year directly by telephone on 0800 953 0213.

- 8.3 Where an emergency repair is reported outside of our normal office hours, CGA instruct a third party out of hours provider to record the details and arrange for the relevant contractor or CGA operative to attend the property to carry out the necessary repairs.
- 8.4 Emergency repairs will be responded to within 4 hours or 24 hours depending upon the nature of the emergency.
- 8.5 4-hour emergencies are typically defined as repairs which pose an immediate danger to health and safety such as complete loss of electrical power, fire or serious structural damage.
- 8.6 In exceptional circumstance, such as during bad weather, we may need to lengthen the time for emergency repairs. We will advise the tenant if this is the case.
- 8.7 The following are examples of emergency repairs:

Gas Leak	Tenants advised to turn off gas at the mains, open windows and call Cadent on 0800 111 999
Electrical Faults	Total loss of electricity or lighting (where there isn't a general problem in the neighbourhood), water penetration to electrical items, exposed wires, loss of lighting to communal areas or bathroom, kitchen or staircase lighting
Central Heating	Complete heating system failure (1 st October to 30 th May) or where tenants are deemed to be vulnerable
Structural Danger	Unsafe chimney stacks, walls etc
Burst Pipes	Bursts to internal supply pipes, radiators, tank or cylinder (not leaks which can be contained)
Blocked Drain	Serious blockage resulting in risk of waste overflowing into property or garden

Blocked Toilet	Where there is only one in the property (the cost for this may be re-charged depending upon the reason for the blockage)
Roof Leaks	Excessive water entering the home which cannot be contained
Smoke Alarms	Alarms which cannot be silenced where no fire emergency exists
Security Works	Secure property after break-in and where the security of the tenant is significantly compromised i.e. ground floor flat, broken lock or lost keys if property cannot be secured (the cost for this may be recharged)
Lifts	Any fault identified with a lift

8.8 CGA will use discretion where appropriate in determining repairs which are classed as emergencies and will take into consideration individual vulnerabilities. As standard, the definition of a vulnerability when determining the eligibility for a heating related emergency is deemed to be where a member of the household falls into any of the following categories:

- Older persons
- Child under the age of 5
- Person with a disability or long-term health condition

8.9 If it is found that a tenant has deliberately reported an out of hours emergency repair, they may be recharged for the cost of the call-out.

8.10 In some cases, it may only be practical to carry out a temporary repair to make the situation safe and secure. Once this has been done, arrangements will be made to attend a second appointment at a time and date agreed with the tenant to complete the repair in full.

9.0 Routine Repairs

- 9.1 Routine repairs are defined as day to day maintenance work, and can include internal works, external works, or repairs to communal areas.
- 9.2 Routine repairs will be carried out when the situation does not pose a health hazard but are required to avoid substantial inconvenience, discomfort or nuisance, or lead to ongoing damage to the building if not rectified.
- 9.3 Routine repairs will be carried out by appointment at a date and time agreed with the tenant at the time of reporting, wherever possible.
- 9.4 At times this may not be possible, for example where the tenant has reported their repair by email or via a staff member. In these cases, we will attempt to contact the tenant to arrange a convenient appointment, and where contact has not been made, we will book in the repair and notify the tenant of the date and time allocated. The tenant will be advised to contact us if they would like to change the appointment.
- 9.5 Examples of Routine Repairs include:

Leaks	Any leak which has been controlled by the tenant including running overflow, dripping tap, leak on a wastepipe or leak to any appliance which leaks only when used
Plumbing	Low water pressure Non-flushing toilet that can be flushed in another way Noisy pipes
Electrical	Light switches not working, partial or individual faults to sockets, switches, security lights, showers
Doors/Windows	Faulty but secure external doors, faulty locks, water ingress to doors and windows, non-ground floor window fasteners, loose floorboards/handrails
Roof	Minor leaks

Plumbing/Heating	Replacing loose/broken fixtures which are not leaking e.g. loose WC pan
External	Fences, gates, walls, minor light defects where there is no likely risk to occupants
Miscellaneous	Minor works such as refitting kitchen cupboard doors Loose or defective flooring or stair treads Loose or detached bannister or handrail Re-pointing to brickwork New floor tiles Leaks on gutters

9.6 CGA will complete all routine repairs within a maximum of 20 working days unless the tenant requests an appointment date outside this time.

9.7 Consideration will be given to the timescales required for completion of some jobs which qualify under the Right to Repair, and appointments for these jobs will be made within the required timescale unless specifically requested for a later date by the tenant.

9.8 In some cases, and where there is no health a safety concerns and the repairs are non-urgent, the repairs may be classified as a 'planned repair' and completed alongside similar works in the wider area. For more information please see planned repairs at section 11.0.

10.0 Major Repairs

10.1 In a small number of cases following the initial repairs appointment, we may identify that more extensive remedial work is needed to resolve the issue. This may include carrying out significant work, structural works, or replacing some major components.

10.2 In these cases, CGA will agree the full scope of works and advise the tenant of the estimated timescales and next steps.

11.0 Planned Repairs

11.1 Planned repairs relate to work which has been identified as common to a number of properties in a geographical area of a non-urgent nature, and are able to be delivered collectively as part of a programme of work to deliver greater value for money.

11.2 Examples of this would include (but is not limited to):

- Roofing
- Fencing and paving
- Out-houses, balconies, and external staircases
- Pointing and painting

11.3 These works will be carried out in line with our Improving Your Home and Neighbourhood Policy.

12.0 Appointments

12.1 Appointments will be offered for all internal and external repairs where the tenant requests it.

12.2 CGA are committed to offer a range of appointment times to include morning or afternoon slots and take into account the school run:

Morning	8am – 12noon
Afternoon	12noon – 6pm
School Run	9.30am – 2.30pm
All Day	8am – 6pm
Saturday	8am – 6pm

- 12.3 For tenants who are unavailable within these appointment times due to work or caring commitments, we will endeavour to accommodate their needs with a suitable alternative appointment time.
- 12.4 CGA will confirm the appointment time with the tenant either by letter, text, or email for the majority of repairs, taking into account the tenant's communication preference.
- 12.5 Where the appointment relates to a gas service or electrical inspection, CGA will confirm in writing.
- 12.6 Some repairs will require a pre-inspection to accurately diagnose the problem and determine what works are required or to support a vulnerable tenant who requires assistance. Whilst we aim to minimise the number of pre-inspections required to ensure repairs are completed as soon as possible for our tenants, examples of when they may be necessary include:
- Where the tenant is unable to fully explain the fault or defect and needs our assistance
 - The responsibility for the repair lies with the tenant, or is unclear
 - Where the fault or defect is likely to require major or multiple repairs
 - Where there is suspected damp or mould that has been assessed over the phone as moderate or severe
 - Where a previous repair has not solved the problem
- 12.7 Where a pre-inspection is required, an appointment will be made for a surveyor to attend the property at a mutually convenient time and within 10 working days, unless specifically requested outside of this timescale by the tenant.
- 12.8 Following any pre-inspection, we will advise the tenant of the repairs category that the work has been assigned to and expected timescales.

- 12.9 It is the responsibility of the tenant to provide access at the agreed appointment time for CGA or its contractors to undertake repairs and surveys which have been booked.
- 12.10 CGA will send the tenant reminder texts, 2 days prior to the appointment and on the day of the repair or inspection when the operative or surveyor is on route to the property.
- 12.11 If the Tenant is unable to keep an appointment, it is their responsibility to inform CGA and ensure a further appointment is made and kept.
- 12.12 CGA reserve the right to charge tenants if they fail to keep an appointment.
- 12.13 CGA aims to attend every appointment on the date and time appointed with our tenants however on some occasions, we may not be able to attend as agreed.
- 12.14 We will contact the tenant to advise them that we are unable to attend and arrange an alternative time and/or date.
- 12.15 Where we fail to attend an appointment and the tenant has not been provided with a minimum of 7 days' notice of the cancellation, the tenant will be entitled to a one off £10 payment as a result of the missed appointment.

13. Cancellations

13.1 We will only cancel a repair if:

- The tenant reports that they no longer require or want it, and the work is deemed to be routine or non-priority
- The request for repair has been placed incorrectly and a new order is required
- The order has been duplicated

- It has been agreed that the work will be completed on a future planned programme of work
- We have been unable to gain access to carry out work, and the work is deemed to be routine or non-priority

13.2 We will always notify our tenants if a repair has been cancelled and confirm the reasons for this.

14.0 Completing your repair

14.1 The majority of repairs will be carried out by CGA's in-house repairs team, Gateway PropertyCare.

14.2 CGA will ensure that its operatives are fully qualified to carry out the repairs to our homes and will provide regular high-quality training to maintain skill levels.

14.3 All operatives will attend homes in a CGA branded uniform and will have a CGA identification badge which they will show before starting any works.

14.4 From time-to-time we may use contractors to carry out works to our homes to help us deliver works within our agreed timescales. Only contractors on the approved list are permitted to carry out repairs and all contractors are required to comply with CGA's Policies and Procedures at all times.

14.5 CGA aim to complete the repair in one visit, or where this has not been possible we will explain why we haven't and what will happen next.

15.0 Decanting

15.1 In exceptional circumstances we may need to move the tenant to alternative accommodation to minimise disruption and/or for their safety, where there is a

need to complete complex works, certain planned works, or as a result of an emergency situation.

15.2 Consideration will be given to household members and their personal circumstances. We will ensure that the tenant is involved, fully informed, and regularly updated in relation to works being undertaken in their home.

16.0 No Access

16.1 If the tenant is not at home when CGA attend, we will try to reach them by phone. If we are unable to reach the tenant, we will leave a calling card requesting contact.

16.2 Should the tenant not make contact within 24 hours to re-book the appointment, CGA will assess the required repair to establish the most appropriate action.

16.3 For repairs that **may** cause a potential risk of disrepair, structural damage or a health and safety risk if left incomplete, including planned repairs, (and where the tenant fails to contact CGA within 24 hours), CGA will make a minimum of two further attempts to gain access to complete the repair by providing the tenant with a new appointment. Examples of this include but are not limited to:

- Loss of heating
- Leak
- Damage to roof tiles
- Damp and mould

16.4 Where access has not been gained following all attempts, a letter will be sent to the tenant requesting urgent contact to allow the repair to be assessed and completed.

- 16.5 Where access is still not given, CGA may instigate the process of legal action to gain entry to complete the necessary repairs.
- 16.6 In an emergency, where there is a Health and Safety issue or there is likely to be considerable damage to the property, we may gain access to a tenant's home in line with our Property No Access Procedure.
- 16.7 For repairs that do not cause any potential risk of disrepair, structural damage or a health and safety risk if left incomplete, and where the tenant fails to contact CGA within 24 hours, the repair will be cancelled. The tenant will then be required to contact CGA for the repair to be re-raised. Examples of this include, but are not limited to:
- Easing doors
 - Renewing shelves or cupboard doors
 - Renewing skirting

17.0 Your Right to Repair

- 17.1 CGA has a legal duty to maintain and repair the structure and outside of our homes and the fittings inside that we have installed including the water supply, sanitary fittings, gas, electricity, and heating appliances.
- 17.2 There are legal targets set for some urgent repairs and if these repairs are not done on time tenants may have the legal right to arrange their own repair – this is known as the Right to Repair.
- 17.3 The types or jobs that qualify for the Right to Repair, along with the time that CGA has to do the work is published in our Right to Repair leaflet.

- 17.4 In order to qualify for the Right to Repair, CGA must have failed to repair a qualifying repair within the legal time limit, and we must have been allowed access to get the job done.
- 17.5 Tenants must check with us before they arrange for someone else to do the repair or we may not agree to pay the bill.
- 17.6 If we do not carry out the qualifying repair in time, we can arrange for a second operative to complete the work unless there is a good reason why the work hasn't been done. The second operative will then have the same amount of time to do the repair.
- 17.7 The qualifying repairs are as follows:

Total loss of electrical power	24 hours
Partial loss of electrical power	3 days
Unsafe power or lighting or electrical fitting	24 hours
Total loss of water supply	24 hours
Partial loss of water supply	3 days
Total loss of gas supply	24 hours
Blocked flue	24 hours
Total loss of heating or hot water	Next Day
Blocked sink, bath or basin	3 days
Blocked or leaking foul drain, soil stack or toilet*	24 hours
Tap which cannot be turned	3 days
Major leak from water or heating pipe, tank or cistern	24 hours
Leaking roof	7 days
Insecure external window, door or lock	24 hours
Loose or detached bannister or handrail	3 days
Door entry system not working	7 days
Mechanical extractor fan in internal kitchen or bathroom not working	7 days

** where there is no other working toilet in the house*

17.8 If the second operative does not carry out the repair in time, the tenant will be entitled to compensation as set out in the Right to Repair leaflet.

18.0 Servicing and Maintenance

18.1 In addition to responsive repairs, CGA undertake a range of servicing and maintenance activities to ensure our homes are safe and fully compliant with all property health and safety legislation. These works include:

- An annual gas service of all gas appliances
- A periodic test of all electrical systems every 5 years
- Annual lift servicing
- Scheduled legionella testing (in communal spaces with facilities)
- Fire safety inspections (3 yearly in communal blocks/annually in supported schemes)
- Asbestos management surveys
- Asbestos reinspection surveys – (every 5 -10 years, location dependant)
- Annual servicing of all firefighting equipment (where installed)

18.2 Further details of these works can be found in our Keeping Your Home Safe Policy.

19.0 Cyclical works

19.1 Cyclical works are carried out every 5 years to prolong the life of the various components in your home and avoid expensive repairs or failures.

19.2 CGA undertake a full Homecare survey every 5 years to both the inside and outside of all homes, identify any works that are required and then arrange for these to be completed.

19.3 Further details of the types of work that will be carried out and how these works will be delivered can be found in our Investing in Your Home and Neighbourhood Policy.

20.0 Programmed Improvement Works

20.1 CGA will ensure that it continually invests in its homes and will replace major components in line with its Asset Management Strategy.

20.2 Large scale improvements such as kitchens, bathrooms, roofs, central heating, window and door replacements will be undertaken on a programmed basis in accordance with our stock condition data and our Asset Management Strategy, and any associated repairs may be deferred until the programmed works.

20.3 Further information on our planned improvement works can be found in our Asset Management Strategy and Improving Your Homes and Neighbourhood Policy.

21.0 Adaptations

21.1 CGA is happy to undertake adaptations to homes to improve the quality of life for its tenants.

21.2 Minor adaptations such as grab rails and lever taps will be approved upon request by the tenant and will be treated as a routine repair for the purposes of appointing and undertaking the repair.

21.3 Major adaptations such as level access showers or stair lifts will require a referral from an occupational therapist and will be carried out in line with our Adaptations Policy.

- 21.4 Repairs to adaptations that have either been installed by CGA, or where the tenant has obtained written permission from CGA to install, will be dealt with in line with our approach to routine repairs as set out in section 9.0.
- 21.5 CGA is sensitive to the needs of our more vulnerable tenants and will ensure that individual circumstances are always considered when providing the tenant with a timescale for completion of works.
- 21.6 CGA will not service or maintain any adaptations which tenants have installed at their own cost, and such costs are the sole responsibility of the tenant in line with our Adaptations Policy.

22.0 Fencing

- 22.1 CGA will carry out minor repairs to an existing fence within 20 days of it being reported to us. This is classed as a routine repair.
- 22.2 CGA will not routinely replace fencing unless:
- The current type of fencing poses a health and safety risk
 - The fencing cannot be repaired and there is a significant health and safety or anti-social behaviour risk
 - Regular minor repairs are required, and it would be more cost effective to replace the fence
- 22.3 CGA will not provide new fencing where there has been none previously. We will only consider installing new fencing where:
- There is a long standing anti-social behaviour issue and fencing has been recommended as part of the solution
 - The house borders a main road (such as a dual carriageway) and a young child lives at the property

- 22.3 Where CGA agrees to install new fencing, it will be planned into a programme of works, and a timescale will be provided to the tenant for the work to be carried out.
- 22.4 All new fencing will be pre-treated and will not need to be stained or painted.
- 22.5 The height of new fencing is normally 1 metre to the front of the property and 1.8 meters to the rear, although we will ensure that it fits with the surrounding area and complies with planning legislation.

23.0 Housing Disrepair Claims

- 23.1 Properties that fall below the legal standards that we have a responsibility to provide are deemed to be in a 'state of disrepair'. This could be as a result of physical deterioration over time or issues such as infestation, damp and mould, broken heating systems, leaks, plumbing or gutter issues; anything that prevents a tenant from being able to live normally in their home.
- 23.2 Where a tenant believes that we have failed in our responsibilities we would encourage them in the first instance to follow our Complaints Policy so that we can understand what has gone wrong and seek to address the matter to the tenant's satisfaction.
- 23.3 The tenant may however choose to make a legal housing disrepair claim which must be submitted in the form of a notification letter, or a letter of claim from the tenant's solicitor.
- 23.4 Where CGA receive an official notification letter or letter of claim we will respond in all cases by following the Housing Disrepair Protocol issued by The Ministry of Justice which aims to minimise potential claims, avoid unnecessary litigation and promote responsive and appropriate repairs which are the

landlord's responsibility. In line with the protocol, we will provide all required information within 20 working days of the receipt of the notification letter or letter of claim.

24.0 Dispute Resolution

- 24.1 The Housing Disrepair Protocol is based on the principle that court action should be treated as a last resort and encourages parties to avoid litigation by agreeing a settlement of the claim before the start of any proceedings.
- 24.2 CGA will always try to settle any disrepair claim without court action and will consider using all available forms of Alternative Dispute Resolution, including our complaints process, to avoid the necessity for court action.
- 24.3 CGA will continue to investigate complaints through its Complaints Policy from the start of the pre-action protocol until legal proceedings have been issued to maximise the opportunity to resolve any dispute out of court.
- 24.4 CGA will, wherever possible, use a single 'joint expert' for any inspections required during a disrepair claim. The purpose of the inspection is to identify any repairs and which, if any, elements fall under disrepair legislation.
- 24.5 If we cannot agree with the tenant on a single joint expert, we will endeavour to undertake a joint inspection with each party's expert.
- 24.6 Once any legal papers for disrepair have been served in court, any outstanding complaint will be halted only if CGA is satisfied that all elements of the complaint are covered by the legal claim. Any complaints that fall outside of the disrepair claim will continue to be investigated through CGA's complaints process.
- 24.7 CGA are committed to early identification and resolution of any urgent works that are required, to safeguard the health and safety of the tenant.

- 24.8 The repairs outlined in the notification letter or the letter of claim will be assessed and cross referenced with the property's repairs history to ensure that there is no immediate action required by CGA to remove any potential hazard(s). If this cannot be established from the information provided, the tenant will be contacted for an urgent inspection to be completed by a CGA surveyor within 5 working days.
- 24.9 Any works that are identified from our records or the inspection, will be ordered and completed in line with the timescales set out elsewhere in this this policy.
- 24.10 Where substantial or structural works are required or issues are found which are likely to have a significant effect on the health and safety of any persons living in the property, consideration will be given as to whether a temporary decant or permanent move is required.
- 24.11 Where no hazardous repairs have been reported and agreement can be made with the tenant on a single or joint expert inspection, we will arrange an appointment to inspect the property within 20 working days. We will notify the tenant in writing of the inspection giving 7 days' notice for access unless an earlier date is agreed by both parties.
- 24.12 CGA will make every effort to gain access to a tenant's home to inspect and complete any works that are required, particularly those that may risk the health and safety of the tenant, household members, or any visitors to their home. CGA reserves the right to use legal enforcement should this action be required when other avenues have been exhausted.
- 24.13 Where it is agreed that CGA have not completed its repair responsibilities under disrepair legislation we will assess and establish liability and negotiate with the tenant and/or their representative, to agree a suitable and reasonable settlement to avoid litigation where possible.

24.14 Where we are unable to agree liability or settle the matter by negotiation, CGA reserves the right to defend matters in a court of law.

25.0 Customer Satisfaction

25.1 CGA will seek feedback from our tenants to monitor satisfaction levels and use this data to improve the services we provide.

25.2 CGA will use a range of ways to collate feedback such as, but not limited to: -

- Telephone/postal/electronic surveys
- Focus groups
- Consultation events
- Tenants' committee (Gateway Central)
- Compliments
- Complaints/Dissatisfaction
- Listening to tenants' feedback

25.3 CGA will ensure that any learning identified is reviewed, and the necessary improvements are implemented and communicated where there has been a change to our services.

26.0 Complaints

26.1 CGA are legally and morally obliged to repair and maintain homes so that they meet all the required standards which are our responsibility. We do this by implementing this, and other associated policies including, but not limited to, our Keeping Your Home Safe Policy and our Improving Your Home and Neighbourhood Policy.

- 26.2 This policy sets out our decision-making criteria in relation to repairing and maintaining your home. If you are unhappy with a decision we have made in relation to this policy, you can appeal that decision by contacting us and we will respond in line with our complaints policy and procedure.
- 26.2 We recognise that sometimes our standards fall below those we, and you expect and when this happens CGA welcomes complaints as an opportunity to continually improve our service.
- 26.3 Tenants who wish to make a complaint about any of the services covered within this policy are encouraged to do so by using CGA's complaints process. Complaints can be made via telephone on 0800 953 0213 (option 6), via email at complaints@communitygateway.co.uk, in writing or in person to our Head Office or by completing the online form on our website.
- 26.4 A copy of our Complaints Policy can be found on our website or can be provided upon request.

27.0 Equality and Diversity

- 27.1 CGA has a responsibility to serve the needs and promote the interests of all its tenants and will provide equitable service in accordance with the Equality Act.
- 27.2 CGA will ensure its repairs service is accessible to all and will seek opportunities to ensure that the tenants voice, particularly those who may struggle to engage, is heard.
- 27.3 CGA will provide regular, high quality training to all its colleagues to ensure they all have the necessary skills to carry out their role, and are empowered to listen, empathise and respect tenants in order to tailor services to meet

individuals' needs and make sound decisions based on accurate data and knowledge.

- 27.4 Colleagues will be empowered to give consideration to vulnerable tenants when determining repair responsibilities and response times, and this will be dealt with on a case by case basis around the tenant's individual needs.
- 27.5 CGA will provide information in languages other than English, in Braille, large print or audio and ensure translation services are available where reasonable.
- 27.6 An Equality Impact Assessment will be carried out on this policy prior to approval to ensure that it does not have an adverse impact on any particular group of tenants.

28.0 Responsibilities

28.1 The CGA Board and Chief Executive will be responsible for the provision of adequate resources to enable full implementation of the Repairing and Maintaining Your Home Policy.

28.1 The Head of Asset Management will be responsible for ensuring that:

- appropriate management arrangements and procedures are in place to deliver the requirements of the Repairing and Maintaining Your Home Policy
- all CGA employees who conduct work on CGA properties are competent and have appropriate accreditation and supervision
- training and accreditation records are maintained for all members of the CGA Team

- all contractors engaged by CGA to conduct work on CGA properties are competent and have appropriate accreditation and supervision in line with our Approved Contractor Procedures.

28.2 The Operations Managers (Delivery and Customer) and Service Delivery Manager are responsible for the delivery of inspections, appointments and works that are undertaken as part of this Policy.

28.3 The Head of Asset Management will be responsible for ensuring that, where any investment or improvement works are to be conducted on CGA properties, the contractors engaged to conduct the work are competent and comply with our Approved Contractor Procedure.

29.0 Data Protection

29.1 The tenancy provides the legal basis for processing of information aligned to this policy. The retention of information will be the length of the tenancy plus six years.

30.0 Monitoring and Review

31.1 This Policy will be reviewed on a regular basis, with a full review taking place every 2 years, to ensure accuracy and that CGA complies with relevant legislation.

31.2 Internal oversight will be delivered through the monitoring of our operational KPI's and routine internal audits will take place as part of our internal controls.

END