

## Repairs Policy

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Executive Lead:	Executive of Communities
Approved By:	Housing & Communities Committee
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**Please note this document is available in Welsh and other formats upon request.  
Please contact the communications and media team.**

## 1.0 Policy Statement

This policy sets out our approach to repairs to ensure legal compliance and the delivery of our service standards and strategic intent in the Homes Strategy.

## 2.0 Introduction

This policy sets out our commitment to deliver an efficient and effective responsive repairs service that meets the needs of our tenants and enables us to fulfil our statutory, regulatory, and contractual obligations.

This policy covers all General needs and Sheltered properties owned by Trivallis.

Carrying out repairs is one of the most important services we deliver to our customers. We want Trivallis' homes to be maintained in an affordable manner and ensure all our homes provide our tenants with a safe, warm and dry home, where everything is in a good state of repair and fit for human habitation.

### 2.1 Scope

Repairs are works carried out to ensure the property is maintained to an adequate standard and fit for human habitation in line with legislation. Repairs fall into the following categories:

- Planned Maintenance and Improvements including external investment
- Cyclical Maintenance.
- Responsive Repairs
- Void Works.
- Development defects
- Adaptations and associated work

Responsive Repairs are either undertaken by our internal workforce or are issued to contractors to complete on our behalf.

This policy sets out:

- Trivallis' obligations in relation to repair and the condition of the dwelling.
- What "Fitness for Human Habitation" means.
- Where there are limitations on those obligations.
- The requirement for Trivallis to be aware of the need for the works or repairs.
- Rights of access.

This policy does not cover contract holder's remedies. Please refer to the Disrepair, Complaints and Compensation policies

## 2.2 Key definitions

Term	Definition
Contract Holder	is the person(s) who signed the Occupation Contract for the purpose of occupying the dwelling as their only or principal home. In this policy, the terms Contract holder and Tenant may be used interchangeably.
Permitted Occupier	is anyone living at the property with the authority of the contract holder (tenant) – whether as a lodger or sub-contract holder, or someone else they have allowed to live there who is neither a lodger nor sub-holder
Dwelling	is defined as including land occupied together with the dwelling. It does not include any structure or vehicle which is capable of being moved

## 2.3 Roles and responsibilities

The below table reflects those who are responsible and accountable for the implementation of this policy, as well as those who should be aware of the policy.

Role	Responsibilities
Trivallis Board	Overall accountability and responsibility for ensuring that Trivallis meets its legal regulatory duties.
Directors	To ensure a high quality, customer focused and value for money repairs and property investment service is delivered in line with regulatory and legal requirements.
Heads of Service	To review and manage the quality of policy and processes to ensure service delivery, highlight risk factors, ensure service meets required standard.
Team Managers	To ensure the teams deliver the appropriate service in line with policy and procedures
Operatives/Contractors	To undertake property investment to a high standard, ensuring value for money and customer satisfaction in line with team around the tenant principles.

## 3.0 Landlord's obligation in relation to repair and condition

Trivallis' repair obligations within this policy apply to all residential dwellings let through occupation contracts.

The Renting Homes (Wales) Act 2016 requires Trivallis to ensure that its dwellings are Fit for Human Habitation both at the occupation date and throughout the duration of the occupation contract. If the dwelling forms part only of a building, the obligation applies to the structure and exterior of the building and all common parts.

The Act also requires Trivallis to keep the following in repair:

- The structure and exterior of the dwelling, including drains, gutters, and external pipes.
- The service installations in the dwelling (i.e., an installation for the supply of water, gas, or electricity, for sanitation, for space heating or for heating water)

If the dwelling forms part only of a building, Trivallis must keep in repair any other part which it has an estate or interest in, and any service installation which directly or indirectly serves the dwelling which is owned by the landlord or is in a part of the building which the landlord has an estate or interest in.

These obligations are in addition to other existing obligations including gas safety, the Housing Health, and Safety Rating System, building control, planning, and the prevailing Welsh Housing Quality Standards (WHQS) set down by the Welsh Government.

To ensure standardisation with the Renting Homes Act, Trivallis has moved from the term "good" repair to "in repair" but recognise this will not diminish the service in any way.

## **4.0 Fitness for Human Habitation**

The Welsh Government prescribes through regulations what needs to be considered when determining whether a property meets the Fitness for Human Habitation obligation. [Renting Homes Act and regulations | GOV.WALES](#) and previous legislation such as the Housing Act 2004. Future legislation and regulation may increase or change requirements and it will be the responsibility of the Head of Service to identify these issues and maintain compliance.

The regulations are in two parts. Part 1 sets out 29 matters and circumstances to which regard must be given when assessing if the property is fit. Part 2 deals with specific requirements in relation to smoke alarms, carbon monoxide alarms and electrical testing and works.

Persons assessing a property must consider the 29 matters and circumstances in part 1 to identify whether a hazard exists. Simply because one may exist does not

necessarily mean the property is unfit. Trivallis must also consider whether anything else not covered in the 29 matters and circumstances may render the property unfit.

Part 2 specifically requires:

- A working smoke alarm connected to the electrical supply and linked to all other smoke alarms in the dwelling – one on each floor of the dwelling.
- A working carbon monoxide alarm in each room which contains a gas appliance, an oil-fired combustion appliance or a solid fuel burning combustion appliance.
- A valid electrical condition report following an electrical safety inspection carried out by a qualified person. This must be done every five years, or less if the previous report indicates it should be done earlier. If work is required as a result of the inspection, that must be done. The contract holder (tenant) must be given both the report and written confirmation of the work done within 7 days.

Requirements came into force 01 December 2022. There is a period of 12 months grace for smoke alarms and electrical testing in dwellings occupied prior to this date.

There is no liability for Trivallis in relation to a dwelling which cannot be made Fit for Human Habitation at reasonable expense (or where the fault arises from an act or omission of a permitted occupier – see section 5).

## **5.0 The Repair Standard**

The standard of repair in which Trivallis must keep its dwellings (see paragraph 3) is what is reasonable, having regard to the age and character of the dwelling and the period during which the dwelling is likely to be available for occupation as a home.

Trivallis is not obliged to repair or carry out work unless the disrepair affects the contract holder's (tenant's) enjoyment of the dwelling or the common parts.

Trivallis is not obliged to repair or carry out work that we have not been made aware of however as part of our landlord obligations we expect all staff to identify and report repairs as part of their normal work.

Where Trivallis must carry out work to comply with either the Fitness for Human Habitation obligation or the Repair obligation, we will also make good any damage caused by work including carrying out reasonable redecoration.

Trivallis may not impose any obligation on the contract holder (tenant) in return for or in the event of the contract holder (tenant) trying to rely on or enforce the Repair and Fitness for Human Habitation obligations.

There is no liability to repair anything which the contract holder (tenant) is entitled to remove from the dwelling, or to rebuild or reinstate the dwelling or any part of it where destroyed or damaged by fire, storm, flood, or other inevitable accident.

Trivallis is not liable for a dwelling which is unfit wholly or mainly because of an act or omission of the contract holder (tenant) or a permitted occupier. Neither is Trivallis obliged to carry out work or repair if the disrepair or failure of an installation is wholly or mainly attributable to a lack of care by a contract holder (tenant) or permitted occupier.

Where works are required to another part of a building, but Trivallis does not have sufficient rights over that part to be able to carry out works and was not able to obtain the rights to do so having made reasonable efforts, Trivallis is not liable for failing to comply with the Repair obligation or the Fitness for Human Habitation obligation.

## 6.0 Report a Repair

**The easiest way to do this is to use our customer portal [My Trivallis](#) or alternatively call our Customer Experience team on 03000 030 888.**

When you report a repair, or ask someone else to report it for you, we will ask you some questions to help us understand the type of repair needed. This will help us to get your repair fixed quicker.

When you report a repair, we will offer you an appointment time so that you know when to expect a tradesperson to call. If you would like us to, we will also send you a text message 24 hours before the visit to remind you about the appointment.

If you can't keep your original appointment, you must let us know so we can arrange a more suitable time.

If we send someone to your home because you tell us it is an emergency, but we then find that it is not, we will charge you the additional cost of the call out.

If the damage was caused by you, or a visitor to your home, we may recharge the cost of the repair to the contract holder.

***Printed copies of this document are not controlled.***

Trivallis website will keep you updated on any changes to how repairs can be reported.

## 7.0 Timescales for undertaking repairs

Once Trivallis is aware that works or repairs are necessary, the work must be done within a reasonable timescale. What is reasonable will depend on all the circumstances, including the impact of the issue on the contract holder (tenant) and permitted occupiers, the nature of the work to be done and other factors that may be out of our control such as access to the property and availability of materials.

**As per this Policy, the vulnerability of the tenant and their household should always be considered in assessing the appropriate timescale.**

The timescales for any work associated with a fire risk assessment are risk based. All defined work will be completed within the set timescales.

The categories and maximum timescales for qualifying repairs are in the following priority order: -

1. Emergency – 24hrs (E)
2. Urgent - 3 working days (U3)
3. Urgent - 7 working days (U7)
4. Routine - 20 working days (R)
5. Planned - 3 months (P3)
6. Planned - 6 months (P6)
7. Planned -12 months (P12)

1. Repairs to be completed within 24hrs (E)

- Total loss of electric power.
- Unsafe power or lighting socket, or electrical fitting.
- Total loss of water supply.
- Total or partial loss of gas supply.
- Blocked flue to open fire or boiler.
- Heating or hot water not working between 31st October and 1st May.
- Blocked or leaking foul drain, soil stack, or toilet pan (where there is no other working toilet in the dwelling).
- Toilet not flushing (where there is no other working toilet in the dwelling).
- Leaking from water or heating pipe, tank, or cistern.
- Insecure external window, door, or lock.
- Emergency Asbestos clean/make safe.
- Replacement defective smoke detector

- Replacement defective CO detector
- Attend passenger lift breakdown

2. Repairs To be completed within 3 working days (U3).

- Partial loss of electric power.
- Partial loss of water supply.
- Heating or hot water not working between 1 May and 31 October.
- Blocked sink, bath, or basin.
- Tap inoperable.
- Loose or detached banister or handrail
- Rotten timber flooring or stair tread.

3. Repairs To be completed within 7 working days (U7)

- Leaking roof.
- Door entry phone not working.
- Mechanical extractor fan or similar equipment not working.

4. Repairs To be completed within 20 working days (R)

- Make safe external rendering (temporary repair) - ensure property is left watertight.
- Make safe (fill cracks only/trip hazards) to paths and patio areas (renewals are to be completed on Planned Programme or Batched Works Programme).
- Make safe/ carry out temporary repairs to fencing.
- Kitchen repairs.
- Bathroom repairs (repairs to sanitary ware).

5. Repairs To be completed within 3 Months (P3)

- Renew broken glass.
- Flooring replacement following a temporary repair if required.
- Renewal Bathroom Sanitary ware (Baths, Wash basins, toilets).
- Renewal Kitchen units/worktops.
- Heating component renewals e.g. radiators, controls or appliances
- Renewal internal Joinery (Excluding Bathroom & Kitchen).
- Additional electric sockets.
- Internal plastering to walls or ceilings.

6. Repairs To be completed within 6-12 Months (P6/P12)

- Renewal of shed doors following an initial assessment and temporary repair if

required.

- Renewal of shed/garage roof.
- Misted or compensated glass (main pane within living room or bedroom only (does not include side or top opening sashes)).
- New UPVC doors/windows following a make safe or temporary repair.
- All roofing repairs only following a temporary repair.
- Removal of trees/hedges – subject to RCTCBC tree preservation guidance
- Renewal paths, patio's garden walls following make safe if required.
- Renewal of loft insulation.
- Chimney removals.

7. Repairs to be moved on to Planned Programme.

- All boundary fencing, following an initial assessment and temporary repair if required.
- Misted or condensated glass (unless main pane in living room or bedroom).
- Retaining walls and boundary walls (following being made safe if required).
- Full kitchen replacements.
- Full bathroom replacements.
- New UPVC doors or windows (if due to age).

As outlined in the Repairs Procedure, if Trivallis fail to undertake certain types of emergency or urgent repairs within specified time limits, tenants have the right to compensation under the contractual right to repair scheme. See the **Compensation Policy** for details on the scheme and qualifying repairs.

**In accordance with our Equality Impact Assessment, we acknowledge that this policy establishes the minimum required timescales.**

**If we become aware of a vulnerability affecting the tenant or any household member that necessitates prioritising work more urgently or deviating from the prescribed timescale, we will implement appropriate adjustments as needed and in consultation with the tenant.**

## 8.0 Access

Trivallis is entitled to access the dwelling at any reasonable time in order to inspect its condition and state of repair, or to carry out required works or repairs. Trivallis must give 24 hours' notice in writing before exercising that right.

Trivallis has the right of entry in an emergency. The contract holder (tenant) must give immediate access; Trivallis may enter without permission but will notify the contract holder (tenant) as soon as possible when we have done so. Emergency includes something which requires urgent work to prevent the dwelling becoming severely damaged, further damaged or destroyed, and something which if not dealt with immediately puts the health and safety of the contract holder (tenant), any permitted occupier, or other persons in the vicinity at risk.

## 9.0 Contract Holders (Tenant) Obligations

All occupation contracts set out the contract holder's (tenant) obligations regarding repairs and maintenance. These include:

- Not to install or remove or arrange for the installation or removal of any installation for the supply of water, gas or electricity or other fuel for sanitation, space heating or heating water.
- To advise the landlord as soon as they are aware that the dwelling has been or will be unoccupied for a period of 28 or more consecutive days (this does not apply to supported standard contracts).
- To take proper care of the dwelling and the fixtures and fittings (including any items on the inventory where there is one), and not to remove any such items from the premises.
- To keep the dwelling in reasonable decorative order.
- Not keep anything in the dwelling which would be a health and safety risk to the contract holder (tenant), any permitted occupier or any persons visiting or residing in the vicinity of the dwelling.
- To notify the landlord of any fault, defect, damage, or disrepair which the contract holder (tenant) reasonably believes is the landlord's responsibility.
- Where the contract holder (tenant) reasonably believes that any fault, defect, damage, or disrepair to fixtures and fittings or items in the inventory is not the landlord's responsibility, to carry out repairs or replace. (If the contract holder (tenant) fails to do so, the landlord has a right of entry on 24 hours' notice)
- *Secure, Introductory and Prohibited Conduct Standard Contracts only* - Not to erect or remove or make structural alterations to sheds, garages, or other structures without the landlord's consent.
- Standard Contracts (not Introductory or Prohibited Conduct Standard Contracts) - Not make any alteration without consent. "Alteration" includes:
  - Altering or adding to any fixture and fitting
  - Erecting an aerial or satellite dish

- Erecting or removing or making structural alterations to sheds, garages, or other
- Structures
- Carrying out external decoration.

Please refer to the Tenant Alteration and Improvement Policy for the above.

Contract holder (tenant) minor repair and maintenance responsibilities as set out in the Rechargeable Works Policy as below:

General Repairs and Maintenance including:

- All internal decorations
- Minor repairs to non-fire internal doors and frames including adjusting doors to close over carpets.
- Replacing door handles
- Pest control to keep the property free of rodent or insect infestation.
- Arranging for a Gas Safe Engineer to connect gas cookers.
- Fitting TV aerials, satellite dishes and sockets
- Replacing clothes lines and rotary driers (unless for communal area)
- Keeping air and window vents clear
- Lock changes
- Grass cutting in private gardens.
- Cleaning air vents and removing lint/blockages.
- Plumbing and Drainage including:
  - Clearing blockages in sinks, baths, and wastepipes
  - Replacing washers on dripping taps and broken toilet seats
  - Replacing Toilet Seats (except in Shelter due to RNIB)
  - Replacing the chain and plugs on sinks, baths, and basins.
  - Clearing any blockages in external gullies (except in shared flats)
  - Clearing blocked toilets (houses and bungalows)
  - Descaling shower heads
  - Supply pipework and vents for dishwashers and tumble driers
  - Maintaining outside taps
  - Electrics including:
    - Replacing fuses and resetting trip switches
    - Replacing light bulbs and fluorescent tubes and starters

## **10.0 Additional Information**

### **10.1 Monitoring**

The owner of this policy will ensure that the policy remains relevant, up to date and made available to its intended audience. They will ensure relevant training is provided, and where appropriate, included as part of staff induction plans. They will also monitor customer satisfaction and complaints information to ensure this policy remains effective and appropriate. The periodic review of this policy will take place at least every three years.

### **10.2 Related legislation and documents**

The information offered here should be limited to legislation and documents that support the implementation of the policy.

- Renting Homes (Wales) Act 2016
- Homes Strategy
- Rechargeable Works Policy
- Compensation Policy
- Voids Policy
- Repairs Procedure
- Right to Repair Procedure
- Cyclical Maintenance Policy
- Planned Maintenance and Improvement Policy
- Tenant Alteration and Improvement Procedure

### **10.3 Equal opportunities**

This policy will be implemented in line with the Equality, Diversity, and Inclusion Policy.

### **10.4 Data protection**

Any personal or special category data processed under this policy must be processed in accordance with Trivallis' Data Protection Policy and the requirements of the relevant data protection legislation. Guidance on all data protection issues can be obtained from Trivallis' Data Protection Officer.

Where the processing of personal or special category data is likely to result in a high risk to the rights and freedoms of natural persons, a Data Protection Impact

Assessment (DPIA) must be carried out on the processing operation prior to the processing taking place.

## 10.5 Data governance statement

Trivallis is subject to GDPR legislation and as such this policy and any supporting procedures need to ensure that the way we manage personal data fulfils the GDPR requirements relating to:

- Lawfulness, fairness, and transparency (our need to hold this data).
- Purpose limitation (personal data must be held for specific and legitimate purposes).
- Data minimisation (data must be limited to what is necessary; do we need it?).
- Accuracy (it needs to be up to date and accurate).
- Storage limitation (how long we are allowed to keep it).
- Integrity and confidentiality (how we securely hold it).
- Accountability (how we take responsibility for it).

Where the policy and any supporting procedures make use of data not covered by data protection legislation - for example, where the data is not personal data, or where it is unstructured, such as in emails, text messages, social media posts, or multimedia files like audio or video - it is still important to ensure that you save the files or documents to secure network drives, or shared network areas if the data is not confidential, and then assign sensitivity and retention markers.

You should always store data in a main system, and avoid creating additional copies of the data in multiple locations, for the following reasons:

- Data integrity reduces the risk of inconsistencies or discrepancies.
- Security makes it easier to manage security protocols.
- Data governance and compliance makes it easier to ensure and demonstrate compliance with regulations such as the data protection laws and enables us to organise and track data usage and enforce policies.
- Efficient data management simplifies data management tasks such as backup, disaster recovery and data migration.
- Cost effectiveness reduces the costs associated with maintaining multiple copies of data across various locations.
- Collaboration and accessibility help ensure that employees can easily access and share information, fostering productivity and teamwork.

Specific guidance on data governance can be obtained from Trivallis' Transformation Team.

## 11.0 Review

This policy will be reviewed on a biennial basis by the Director of Repairs or earlier in the event of relevant legislative changes.  
The next date for scheduled review is 08/10/2027