

Repairs and Maintenance Policy

Repairs and Maintenance Policy

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Repairs and Maintenance Policy

1 Policy information

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Repairs and Maintenance Policy

2 Policy Statement

This policy details South Liverpool Homes' (SLH) repairs and maintenance service and the standards current tenants can expect from the service.

Our intention is to deliver an effective and efficient service that meets the diverse and individual needs of our tenants whilst maintaining our homes and ensuring a clear understanding of tenant and landlord responsibilities. Through this policy we will repair homes and communal areas but aim to have a service which is more balanced towards investment and maintenance in a more planned way therefore maximising value for both SLH and our tenants.

3 Policy Aims

Through this policy we aim to:

- Ensure tenants live in safe, warm and comfortable homes which are maintained to a high standard
- Achieve high standards of customer care and consistent high levels of tenant satisfaction
- Meet our landlord obligations and the requirements of the Regulator of Social Housing (RSH) through the Home Standard and Neighbourhood & Communities Standard
- Provide a prompt and efficient 24 hours responsive repairs service
- Maximise planned, cyclical and investment works to reduce responsive maintenance. Our aim is to achieve a balance in favour of planned and cyclical maintenance with a smaller proportion of resources being applied to responsive repairs

4 Repairs & Maintenance

SLH's repair and maintenance obligations are set out in statute and detailed to tenants within the tenancy agreement.

SLH's obligations are categorised into three work streams:

Responsive Repairs	Out of Hours Emergency Service	Planned Maintenance & Cyclical Works
Minor repair or routine maintenance in response to a request from a tenant includes repairs required to safeguard the well-being of tenants or the property	Repairs reported out of normal business hours which are attended within two hours and made safe within 24Hrs	Renewals, reinstatement or replacement works or works of improvement Periodic work to homes

The policy is supported by a detailed set of procedures and a number of other SLH policies which influence the repairs & maintenance service; these are referenced accordingly. Works to empty homes are covered in a separate policy.

5 Repairs Policy

SLH class a repair as works required to a home or communal area that are unplanned and need reactively repairing. Responsive repairs are likely to be no more than £500 and should where possible be completed on first visit.

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5.1 Reporting responsive repairs

SLH offer a number of ways to report repairs:

- By phone 24 hours a day, 7 days a week to Avela Home Services' contact centre and outside of normal working hours to our dedicated provider
- In person at our Parklands office;
- Through MySLH online portal
- Email or letter
- Social Media Channels
- Direct to a member of staff

All repair requests and / or inspection requests are logged onto our Customer Relationship Management system (CRM) so a clear audit trail is available this is regardless of how the report was made.

5.2 Repair priorities and response times

Repairs are split into two priorities emergency and routine. This ensures that our service is quick and efficient through optimum use of resources, whilst enabling us to prioritise effectively and provide high levels of customer service. It also enables us to monitor our performance for each priority.

All responsive repairs will be prioritised and allocated a response in accordance with the following criteria and discussions with the tenant:

- Seriousness of the fault
- Vulnerability of the tenant
- Access to the home or location of the defect
- Personal choice (for example to accommodate working hours or caring responsibilities)

Response times for all routine works will be discussed with the tenant and the next suitable appointment agreed.

Response times differ slightly between heating/hot water system repairs and general repairs, aiming to recognise the importance our tenants place on having heating and hot water.

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Priority	Definition	Response Time
Emergency (P1)	24-hour emergency service	To be commenced immediately with a triage call to the tenant within 15 minutes, attend no later than 2 hours and completed or made safe within 24 hours. <i>All gas leaks/major electrical faults to be checked with the service supplier first.</i>
Routine (P2)	Routine	Commenced and completed as agreed with the tenant (within 28 working days)
Priority Sheltered (P3)	Routine	Commenced and completed within 5 working days on a set day for homes within sheltered schemes

Emergency (P1)

Work required where there is either substantial or potential property damage or health & safety risk to the occupants or members of the public. Examples of emergency repairs:

- Loss of entire supply of electricity, water or gas
- Loss of entire heating provision
- Loss of hot water facilities and there is no electric shower
- All serious plumbing or gas leaks where the fabric is in danger of damage
- Serious roof leaks and other major structural failures
- Securing of property following any criminal or police activity, or if the property becomes empty and is left insecure
- Blocked WC
- Main Sewer/drainage blocked
- Broken glazing to windows or ground floor windows not closing correctly or upper floor windows not opening correctly
- Communal door entry system is not working to allow remote/fob access
- Out of service lifts including stair lifts
- Tenant locked out of home
- Fire Detection and Warning System not working
- Make safe to fallen fencing and boundary walls

Routine (P2)

Remedial works following on from an emergency call out or work not classed as an emergency or a hazard. Examples of routine repairs are:

- Partial loss of power or partial loss of water
- Partial loss of heating/hot water
- Blocked gully
- WC not flushing but there is another WC in the home

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- Upper floor windows not closing correctly
- Minor roofing defects that could result in water ingress or pest ingress
- Fencing and boundary walls deemed to be unstable/insecure

5.3 Pre-Inspections

When a solution to a reported defect cannot be clearly determined, a pre inspection visit will be completed within 5 working

All inspections will be logged on Orchard so that appropriate advice can be given to a tenant should they enquire on the outcome of the investigation after it has taken place. Where repairs are required, they will be booked in line with the priority timescales above. Updates will be provided throughout the process

5.4 Appointments

All emergency repairs will be responded to within the two-hour timescale. Urgent and routine repairs will be managed through appointment. We offer:

- Morning appointments (8:00am-1:00pm)
- School run appointments (10:00am-2:00pm)
- Afternoon appointments (1:00pm-6:00pm)
- Early evening (Mon-Fri 6:00pm-8:00pm)
- Saturday mornings (8:00am-1:00pm)
- Timed appointments (for exceptional circumstances where no other option is suitable)

If a tenant is unable to provide access at the time of a given appointment, access will be pursued through a second appointment. A no access card will be left at all times. If the repair remains outstanding after one month and the tenant has either failed to rearrange or allow further access, job will be cancelled. A letter will be sent confirming actions to date; this is to ensure no further damage or danger is incurred by the outstanding repair.

Works will only be carried out if an adult is present in the home.

Communal area works are not booked through the appointments system as the tenant does not necessarily need to be at home for these repairs to be completed.

5.5 Tenant responsibilities

It is the tenant's responsibility to report all defects in their homes as soon as they become apparent. This is clearly defined in our Tenancy Agreements. Tenants also have repair responsibilities under the terms of their Tenancy Agreement, and these include:

- Correcting any damage caused to the home by the tenant, visitors, or guests in their home
- The repair or replacement of anything they have installed or fitted, or any item that has been "gifted" to them, and/or has signed a disclaimer or tenancy addendum accepting responsibility for that component. Examples are shower units, carpets, laminate, water-butts
- The internal decoration of their home
- The maintenance and upkeep of gardens (excludes communal gardens)

We will not accept responsibility for damage to a tenant's own belongings due to an unforeseen defect occurring in their home, for example a leak causing water damage to carpets. Tenants are advised to take out home contents insurance to cover such events

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with SLH offering a low-cost option through a partner agency.

We will only consider compensation in the event there is clear negligence on the part of SLH or its contractors; such as where the defect was not attended to within our emergency response time or agreed appointment times; alternatively, this could also be a previous repair to the defective element was not carried out correctly during a previous visit.

All operatives and colleagues will undertake a risk assessment before starting works. As part of this approach, SLH reserve the right not to undertake works to homes where there is a health and safety hazard to contractors or our colleagues, until the hazard has been rectified. This includes smoking in the home, all our colleagues and operatives have the right to work in a smoke free environment.

Equally if our contractor or member of staff feel threatened or intimidated in a tenants home then they will discontinue their work or inspection and leave. This will be reported to SLH and contact made with the tenant to discuss the incident to ensure those circumstances are not repeated before our contractors or staff will return. Appropriate tenancy enforcement action will be taken when necessary.

As part of the risk assessment, SLH's contractors and operatives have a duty to report any safeguarding issues that they identify when working in homes. SLH's Safeguarding policies ensure appropriate training is provided to contractors.

Any repairs required in a tenant's home which are not due to fair wear and tear and instead result from negligence, malicious or accidental damage will be charged back to the tenant. Vulnerability and any other mitigating factors will be taken into account on an individual basis before a decision is reached. Please see further details and guidance in our Chargeable Repairs Policy.

5.6 Quality assurance & post inspections

SLH will inspect a sample of completed repairs to ensure that our contractors are carrying out work to an acceptable standard and are providing value for money. Any repairs that are assessed as being defective within the first 6 to 12 months of their completion (dependant on the nature of repair) will be reported back to our contractors as a recall and will be rectified within 7 working days. A further inspection will be undertaken to ensure works completed to an acceptable standard following recall.

5.7 Defects – new build or major refurbishment

For homes that are new build or have been subject to major refurbishment a defect period will apply for the works/the home which means that the responsibility to repair is with the developer for that period.

Tenants are able to report defects in the same way as a "normal" repair and the service standards applicable to defects are identical to those set out for reactive repairs.

5.8 Protocol for handling damp, mould and condensation

Background

Damp and mould is a high profile topic; the requirements of SLH as a social landlord are high to make sure that we are dealing with the issue effectively and efficiently. Research has shown that the effects of damp and mould on the health and wellbeing of those who are living with it are high and have an impact on both their physical and mental health.

Our approach to damp, mould and condensation is:

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1. Take a proactive approach to management of damp and mould.
2. Don't infer blame on the customer or refer to lifestyle issues.
3. Wherever possible deal with damp and mould through the complaint process and move from disrepair.
4. Learn from complaints and understand the distress and inconvenience caused by living with damp and mould.

There is a requirement that SLH has a process for dealing with and resolving damp and mould in our homes. In addition to our legal duties as a landlord there is an expectation that we understand the distress and inconvenience suffered by people living with damp and mould. There is a need for empathy and understanding of the distress felt by our customers and it is important that they feel that we are working with them to resolve the issue rather than placing blame on them for their actions.

Colleague Responsibility

Any colleague who is in a customer's home for any reason has a responsibility to report any incidents of damp and mould that they see or smell. This is a similar responsibility as the need to identify safeguarding issues – you are expected to report any signs of damp and mould you witness which may include a strong smell of mildew in the home even if mould is not visible.

Colleagues who are responsible for repairs have been briefed around the need to take ownership if they notice any issues relating to damp and mould when they are in the tenant's home. They have been trained in how this should be recorded to ensure that this can be proactively managed once identified.

It is worth noting that the tenant does not need to use the words damp, mould or condensation to highlight there may be a problem. Issues that need investigation can include:

- Walls feeling wet/very cold to the touch
- Staining on walls or ceilings
- Reporting of furniture/clothes getting ruined/mouldy
- Water ingress into the home (leaks) including leaks from flats above.

If a tenant, advocate or appointed person reports any issues of damp, mould and / or condensation then the following process must be followed:

Reporting

- Occurrences of this type can be reported to Avela Home Service (AHS) (0330 303 3000) select option 1. Reports of damp on mould can also be made via a form on our website <https://www.southliverpoolhomes.co.uk/my-home/repairs-and-maintenance/damp-mould-and-condensation>, by email dampmould@southliverpoolhomes.co.uk, or report it on mySLH, WebChat or our social media channels.
- Obtain as much information as possible, including:
 - How long the problem has been occurring
 - What/if the tenant has done anything to alleviate the problem
 - Does anyone in the household have a respiratory health condition (asthma/COPD etc)?
 - Are there any children under the age of 10?
 - Is there anyone in the home who is vulnerable?
- Inform the tenant/reporting person that an inspection will be raised within 7 days to attend the home – check what days/times are best for them and inform AHS of this.

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- AHS will raise an inspection to be completed within 7 days for any reports of damp/mould or condensation – coding the inspection to priority (!) DMC

Carrying out works

The surveyor will record the defects identified in the inspection sheets and what remedial works/action will be taken. The inspector should advise that these works will be completed within 28 days (depending on the work required). Where there is a need to commission a specialist contractor/surveyor, the inspector should advise that this will occur within the next 14 days. The process for building defects is below:

If deemed necessary, the surveyor will discuss with the tenant the option of fitting a moisture monitor, to help monitor the heat/ventilation of the home. If the tenant is in agreement then an order will be placed for this to be fitted. The surveyor will discuss with the tenant if they are having difficulty in heating their home. If they are, the surveyor should ask them if they would like to be referred to SLH's tenancy sustainability team. The surveyor will provide the tenant with a copy of the Happy Home Leaflet (DMC7)

When repairs have been completed but a referral has been made to the asset team for works to be added to the Annual Planned Programme. e.g. passive air vent systems, damp proof course and associated large-scale plastering, these will be raised on priority 4 planned works and delivered within 56 days. DMC 2 letter must be sent within seven days to confirm the surveyor's findings and next steps.

Initial visit – Avela Surveyor

- A technical inspection must be completed within 7 days of the initial report.
- During the visit the surveyor will complete the inspection (DMC 1) to record their findings.
- Photographic evidence of condensation/mould/damp/defects will be taken
- The surveyor will advise the tenant of the findings of the visit and whether the problem is related to condensation/damp or both. This will be followed up in writing within 7 days of the inspection with:
 - Letter (DMC 2) to be sent where remedial works are required or where the works need to be referred to a specialist damp contractor/surveyor.
 - Letter (DMC 2) to be sent informing the tenant that the inspection found evidence of condensation and a copy of the healthy homes leaflet (DMC 7) to be sent with the letter.
- The surveyor will record the outcome of their visit on Orchard/CRM.

Two month visit

During the two-month post inspection visit the surveyor will:

- Check if the repair was successful and ask the tenant to sign to say they are satisfied with the work completed (DMC 3) and they understand that should any problems reoccur then they should report it immediately. Signed declaration to be filed on CRM/Orchard.
- If further works are required, this must be explained to the tenant, followed up in writing (DMC 2) with a target time of 28 days.
- If the works carried out have not resolved the issue and the surveyor is not sure what further repairs/action to take, they must be referred to the escalation procedure.

Six month visit

- After the 2-month visit has been completed, AHS contact centre will book another visit in 6 months. DMC 4 letter to be sent to the customer.

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- The 6-month visit should be arranged via AHS contact centre by telephone to establish progress following the provision of the repairs. If the customer advises that there are no ongoing problems and the visit is not required, then this must be recorded on Orchard/CRM and DMC 5 letter issued to the customer.
- If no contact/no access can be made with the customer, then DMC 6 letter must be issued.

No access

In the instance where access has not been gained for either inspection, remedial works or post inspection, AHS will provide the address list to the asset team. The asset team will then instigate the usual no access procedure.

In the instance where a leak/water ingress is as a result of an adjoining property or flat above, the same process must be followed.

Stage 1 - letter issued to the tenant and adjoining property with new date for access (within 7 days of no access)

Stage 2 - letter issued highlighting legal action will commence (within 14 days of second appointment given)

Stage 3 – no access address list issued to neighbourhoods team and income enforcement team to contact tenants/review current tenancy status (within 7 days of stage 2 letter). Where DMC is a result of an adjoining property (particularly where it is an owner occupier/leaseholder) – consideration should be given to decanting the affected tenant.

Stage 4 – instigate legal actions (NOSP/Injunction etc)

Escalation procedure

Where remedial works and/or advice regarding condensation have failed to remedy the problem and the surveyor is not sure what further action to take they should refer the case to the Head of Assets & Delivery to be presented to Senior Leadership Team (SLT) for consideration as part of the monthly compliance reporting.

The surveyor must ensure that all relevant documents are available for review and be available to attend the meeting to discuss the case, where required.

Complaints about damp and mould

Managing complaints about damp and mould through the Customer Feedback Policy rather than a disrepair claim allows us to maintain control of the situation, to work with the customer to resolve the issue to their satisfaction and means that any compensation that they may be entitled to goes straight to them or their rent account.

Disrepair claims for damp and mould

The Housing Ombudsman is very clear that they expect landlords, wherever possible, to deal with cases of damp and mould as part of the complaints process and avoid disrepair claims. Their advice is to take a bold approach to persuading customers to flip their claim to a complaint.

This can be done at any point prior to a case being filed with the Court. The reasons why avoiding a disrepair claim is better for both the customer and SLH include:

- Time – legal action is usually lengthy and drawn out and, in some cases, can run for months or even years. The complaint process is much quicker – 10 working days to respond to stage 1 formal complaints and 20 working days for stage 2 formal complaints.

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- Money – any entitlement to compensation or payment for redress from SLH is paid straight to the customer in the case of a complaint. With a disrepair claim the customer is likely to lose significant sums to their representatives and SLH spends money on legal fees that could go on other things to benefit customers.
- Independent view – the Housing Ombudsman will act in this capacity and will be able to work with the customer and SLH to seek a resolution that is acceptable to both parties.

Redress and compensation

Due to the levels of distress and inconvenience experienced by customers living with damp and mould, there is an expectation that we will adequately compensate customers. This will be in line with our compensation framework and will be judged on an individual basis as no two situations are the same.

Things to be taken into account when determining the correct level of redress are:

- Length of time damp and mould has been present
- Any rooms that have been out of use and for how long
- Damage to any room in the home
- The individual circumstances of the customer including their health, any time lost from work etc.
- Intelligence from disrepair cases and the Housing Ombudsman about what they consider to be appropriate levels of compensation.

6 Maintenance policy

This section of the policy details how SLH aim to maintain our homes in a planned way. To ensure that SLH is providing the most cost efficient, effective and timely delivery of works to our homes we will programme certain types of renewals and improvements and preventative maintenance into annual programmes. These are categorised as planned works and cyclical /investment works.

We may also defer, bring forward or group together certain repairs into an annual programme to achieve a more economical approach, examples of this are failed glazing units, upgrading of external doors which although are defective are still fit for purpose. Such repairs are deferred when the circumstances do not pose a risk to health, safety or security of the tenant/s or when specialist materials or contractors may be required.

SLH's annual maintenance programme is developed using stock condition information, our approach to stock data and component lifecycles is detailed in the Asset Management Policy.

SLH will publish information on its website about maintenance and compliance programme. This includes information on how we keep homes safe and will specifically include fire risks assessments for communal areas.

Once an application to buy a home is made, SLH will ensure that the home is taken out of any planned improvement programme. The home may be reinstated where the application to buy is withdrawn or fails.

6.1 Investing in homes – planned works

To ensure we maintain and develop the housing stock for the future, we need to be satisfied that the current home types meet the needs of the community and our needs. Investment decisions in respect of the housing stock will be made wisely to meet the required standards. An Asset Management Policy details how SLH will take decision to

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invest in homes. This policy which details our standards for completing works once decisions have been taken to invest in homes.

Planned works are driven by our stock condition information, individual detailed surveys of properties, funding availability, analysis of repairs data and tenant priorities. This approach provides the basis to allow programmes of work to be established to ensure all SLH homes maintain adherence with the Decent Homes Standard, which is the basis of our own SLH Homes Standard (appendix A).

These works are predominately undertaken on a street/neighbourhood basis and include works to renew major components or to improve our homes. Examples are:

- Kitchens
- Bathrooms
- Boilers
- Energy Efficiency works
- Fire Safety works
- Boundary wall / fencing

The timing of these works is defined annually and can be subject to change to reflect changing priorities however a five-year programme is developed to support effective communication with tenants, business planning and efficiencies in the supply chain.

A procedure exists to ensure tenants are fully aware of the investment priorities for their home and to ensure proactive communication ahead of any works being completed which includes supporting tenants to make relevant tenant choices.

Sheds

Where an unstable, unsafe, dilapidated outhouse shed (masonry/ concrete construction) and linked to the boundary is identified, SLH may demolish this shed. Although it is the responsibility of the tenant to maintain any outhouse sheds, SLH has a responsibility to remove hazards that can cause harm/injury. Tenants are not permitted to demolish these sheds due to specific legal and health and safety requirements.

Prior to the demolition of semi-detached sheds, where one half belongs to a homeowner, works will not start until the adjoining private owner has signed the party wall agreement acknowledging the structure to be demolished and accepting the remedial works.

Adjoining Owners

Where a boundary issue occurs between an SLH home and a privately-owned home the boundary will be deemed to be shared responsibility as set out in the Title Register.

This installation will only be carried out once the homeowner has provided their consent to do so. If the consent of the homeowner is not given, then the existing boundary will remain untouched.

6.2 Cyclical works

External painting and window maintenance works are undertaken on a 7-year cycle by street/neighbourhood and includes work to common-parts to blocks and schemes. All other cyclical or servicing works will be undertaken annually or to comply with current regulation and good practice.

Examples of cyclical works include:

- Window maintenance

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- Painting
- Electrical inspections

6.3 Estate services

SLH will repair and maintain all common parts and open land which we own. These works are undertaken by SLH's Environmental team and include:

- Inspection and reporting of any defects to open spaces and common parts
- Cleaning of common areas
- Communal window cleaning
- Grounds maintenance
- Graffiti removal

Further information on chargeable services is included in the Service Charge Policy.

7 Compliance

The safety of our tenants and residents is of paramount importance. A separate Compliance Policy exists which combines SLH's approach to key compliance areas; gas, fire, legionella, asbestos, lift and electrical safety. The Repairs & Maintenance Policy is delivered in parallel with the Compliance Policy to ensure continued safety of tenants, residents, homes and operatives working in our homes.

Through this policy, SLH will ensure that any repairs or investment works to communal areas and / or in the roof space of terraced homes do not impact on the integrity of compartmentation or other safety works.

8 Tenants own improvement works

Tenants may often wish to make improvements to their home, in all such cases, details of the improvement should be provided to SLH. SLH will consider and provide written confirmation about whether consent is given to complete such works. Permission is required so as to protect the integrity and safety of the asset and the tenant.

SLH will not be responsible for the repair and maintenance of any alteration or improvement made by the tenant. SLH will pre and post inspect all completed works and reserve the right to carry out any remedial works as necessary if we believe the work has not been carried out properly and endangers health and safety or does not comply with our consent. Any remedial works will be recharged to the tenant.

9 Access to undertake repairs & improvements

Our Tenancy Agreements include a legally binding obligation for tenants to provide access to their homes for SLH to undertake repairs, improvements and servicing. Where we have provided advance notice to carry out works then any failure to provide access will be deemed to be a breach of tenancy and enforcement action will be taken by SLH to achieve entry to their home.

In an emergency where there are clear health and safety concerns, SLH will reserve the right to enter any home without notice by any means necessary.

9.1 Policy assessment

This included a value for money assessment as well as a review of the risk map associated with the management and delivery of the repairs and maintenance service.

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9.2 Value for money

SLH procurement methods are designed to secure high quality, flexible and accessible services which are customer focused and deliver value for money in accordance with our Procurement Policy and Financial Regulations.

The cost and quality of our services are benchmarked and reviewed to ensure services are efficient, cost effective and to the standards expected from our tenants.

9.3 Statutory and legislative framework

SLH will operate this policy within the current statutory framework. Set out below is the current statutory framework within which SLH will apply this policy:

- Building Safety Act 2022
- Landlord & Tenant Act 1985, 1987, 1998
- Housing Act 2004, 1996
- Housing Association Act 1985
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Common Hold & Leasehold Reform Act 2002
- Housing Grants, Construction and Regeneration Act 1996
- Gas Safety (Installation and Use) Regulations 1998
- UK Building Regulations Act 1984, 2012
- Control of Asbestos Regulations 2012
- Management of Health and Safety at Work Regulations 1999
- RSH Home Standard
- The (EU) European Energy Performance of Buildings Directive (EPBD) 2002
- Equality Act 2010
- System 2006 (Housing Health & Safety Rating System)
- Decent Homes Standard
- Party Wall Act 1996
- Consumer Protection Act 1987
- Energy Act 2011
- The Energy Efficiency Regulations 2015
- Health and Safety at Work Act 1974
- Regulatory Reform (fire safety) Order 2005
- Homes (Fitness for Habitation) Act 2018
- Water Supply (Water Fittings) Regulations 1999
- RSH Neighbourhood & Community Standard

10 Customer standards & performance monitoring

The following key performance indicators are monitored monthly:

- % Overall satisfaction with reactive repairs service
- % Overall satisfaction with planned maintenance service
- % Call back when we say we will
- % Tenancy turnover
- % Failing SLH Homes Standard
- % Repairs appointments kept
- % pre & post inspections completed

11 Link to SLH policies

- Allocations & Tenure
- Tenancy Management
- Starter Tenancy
- Compliance
- Empty Homes
- Income Management
- Whistleblowing
- Health, Safety and Wellbeing
- Customer Feedback
- Chargeable Repairs
- Service Charge
- Asset Management
- Adaptations
- Procurement
- Safeguarding Adults & Children
- Lone Working