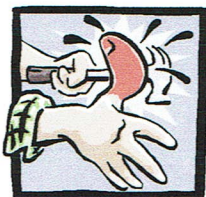


This document outlines the rules and procedures for the Maintenance and Repairs for all tenants

One of the key driving forces behind funding the Co-op and retaining its viability and continued existence is to collect the rents due from Tenants and Members. All previous Management Committees have consistently recognised that the Co-op must have a robust Policy and a robust implementation procedure if the Co-op is to maintain its independence. In the past the Housing Corporation has commented on the lack of management that has been evident in the Co-op's ability to collect and manage rent.

The value of a rent arrears policy is that it helps members and tenants to understand their role in paying rent on a regular and timely manner. It also provides the means by which the Management Committee can manage rent collection effectively and fairly for all members including the Officers of the Co-op and its Management Committee.

1. REPAIRS TO YOUR HOME



1. Arneway is responsible for:

- (a) The Co-op is legally responsible for keeping the structure of your home in a good state of repair. This includes; - the roof, walls, windows, doors and door frames, floors, ceilings and plasterwork, skirting boards, drains, gutters, chimneys and also chimneystacks.
- (b) Arneway is responsible for the installations for the supply of water gas and electricity to your home such as; - the plumbing, baths, sinks, toilets,



- cisterns and waste pipes - electrical wiring, sockets and light fittings - central heating boilers, water heaters and fitted fires.
- (c) The maintenance of garden fences and boundary walls as well as pathways, steps and other means of access to the property. Repairs to any garages or stores that might be adjoined to the property.
 - (d) Maintaining and decorating common halls and stairways (see below; Cyclical Maintenance). Making good any plasterwork or damaged decorations that have resulted from a disrepair for which the Co-op was responsible.

2. Tenants are responsible for:

- (a) Minor repairs, which can be classed as keeping the flat in tenantable repair, such as door handles, tap washers, small plaster cracks etc.
- (b) Putting on mortice locks or adding extra security items to the flats.
- (c) Replacing broken windows, except where the Co-op is responsible for the breakage.
- (d) Clearing rubbish from gardens.
- (e) Internal redecoration, except following repairs (see (a) above).
- (f) Clearing blocked sinks, WC's. and baths except where the blockage is caused by the tenant's misuse or negligence (e.g. disposable nappies, sanitary towels and other rubbish which should not be put down WC's or sinks).
- (g) Any damage, which is clearly caused by a Tenant or a member of their household or a visitor.

2. RECHARGABLE REPAIRS



2.1 Where repairs are necessary as a result of a tenant damaging the property or the misuse of fixtures and fittings the tenant may be charged with the full cost of the remedial work.

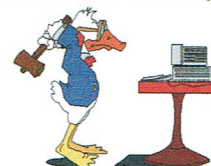
2.2 You may wish to arrange to have the repairs that are your responsibility carried out by a suitable contractor or you may do them yourself. If you cannot do so, you can ask the Co-op's Maintenance Sub-Group to carry out the repairs for you, but if you do this, you will be charged with the cost of the repair.

2.3. The Management Committee has agreed that with effect from 1st September 2004 all lost keys and replaced keys for all doors will now have to be re-paid to the Co-op. Therefore all members must obtain a set of keys and deposit them with the Office or a friend or relative who is known and trust and who will be available should a members lose or misplace their keys. The charge will be automatically charged to the member concerned.



3. VANDALISM OR CRIMINAL DAMAGE

- 3.1 If the Co-op's property is deliberately damaged by someone who is unconnected with the tenant or their household, offenders should be reported to the Police whenever possible. If you do report an incident to the police please ensure that you make a record of the Crime Number so that we can inform our insurers when we complete the repairs. The cost of repairing damage caused by vandalism means that there is less money available for essential work.



4. REPAIRS TO NEWLY CONVERTED PROPERTY

- 4.1 Faults, which occur during the first six months after a property has been completed are the responsibility of the builder who carried out the work, but they should be reported in the normal way. We have to give the original builder an opportunity to carry out the work and therefore, repairs may take slightly longer than normal. However, emergencies will be dealt with by our own reporting procedures in the usual way.
- 4.2 At the end of this six months' defects liability period, a Surveyor will arrange to inspect your flat in order to draw up a list of defects that are outstanding. It is helpful if you have ready a list of defects that you have found. The builder will repair these defects as soon after the inspection as possible. The Surveyor will then return to your house to make sure that the works have been carried out satisfactorily. If only fairly minor faults occur in the first six months it would be greatly appreciated if you could report these at the time of inspection. You are also advised not to redecorate your flat until after the inspection has been carried out as you may cover up defects, which need to be put right.

5. PREVENTIVE AND CYCLICAL MAINTENANCE



- 5.1 The Co-op tries to make regular inspections of all its properties. The aim of this is to ensure that the buildings remain in good condition, and hopefully, some defects, which could develop into major repairs, will be caught early. Often relatively minor defects such as blocked or leaking guttering can lead to major problems of dampness and dry rot. We should be grateful if you would report such



defects as soon as possible even if they do not affect your own flat.

5.2 The redecoration and maintenance of the outside of the house and the common entrance hall and stairway are the Co-op's responsibility; this is called cyclical maintenance and under the existing policy it takes place every five/seven years. Your Maintenance Sub-Group will be able to tell you when your own house is due for this work.

6. EMERGENCIES



6.1 There are a number of emergencies, which might happen, and you will need to act quickly to keep them under control. Often all you can do is to try to prevent any further damage, and then call in help to put the cause of the problem right. Make certain you know where to find:

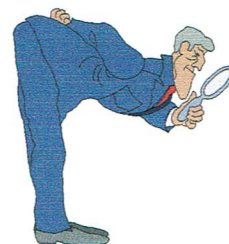
(a) The Main Water Stop Tap (usually under the kitchen sink).

If there is a serious water leak - always turn off the water at the Main Stop Tap. If the leak does not stop, first turn off your hot water boiler or heater and turn on all of the taps in your bathroom and the hot water tap in your kitchen. This will drain down the water storage tank in your home.

If you have a slow water leak and cannot place a bowl underneath it, try tying a piece of string around the pipe leak and trail it downwards into a bowl.

If your WC cistern develops a leak - try lifting off the lid and tying the cistern arm and ball cock in the up position to prevent water entering.

(b) The Main Gas Tap (near the gas meter).



REMEMBER IF YOU SMELL GAS

- ▶ TURN THE MAIN GAS TAP OFF
- ▶ OPEN THE DOORS AND WINDOWS TO GET RID OF THE GAS
- ▶ DO NOT SEARCH FOR THE LEAK WITH A NAKED FLAME:
- ▶ DO NOT USE ANY ELECTRICAL SWITCH-EITHER ON OR OFF
- ▶ IMMEDIATELY CONTACT THE GAS BOARD BY RINGING THE EMERGENCY NUMBER SHOWN IN THE TELEPHONE DIRECTORY

(c) The Main Electricity Switch (near the electricity meter)



Check your domestic fuse box if there is a failure in your electricity supply. But remember **ALWAYS SWITCH OFF THE ELECTRICITY IN MAIN SUPPLY BEFORE YOU TOUCH ANY WIRING OR FUSES**

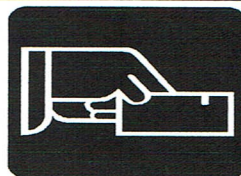
Always keep a torch and replacement fuses in an easily accessible place.

FINALLY: If you go away for any length of time tell the Co-op, and inform the police and/or a trusted neighbour of your absence. It is also advisable to turn off the electricity, gas and water supply to your home particularly in cold weather. If you are in doubt about what to do our Maintenance Sub-Group can give you further advice.

7. RESPECT FOR TENANTS' HOMES

- 7.1 Contractors who undertake repair work for Co-op should not use the tenant's telephone, gas or electricity without the prior agreement of the tenant.
- 7.2 Some inconvenience and dirt may be unavoidable as a result of repair work and the Contractor should minimise this by using dustsheets and clear up to a reasonable standard after completing the work.

8. COMPENSATION FOR LOSS OF SERVICES, LOSS OF LIVING SPACE OR POOR CONDITIONS



- 8.1 Co-op will compensate tenants if your living conditions are affected unduly by the need for repairs to your home. The circumstances in which compensation will be given are where:

- i) any room is not reasonably habitable OR
- ii) you have lost a service for more than 24 hours. e.g. cooking or bathing facilities, cold water supply, heating.

OR

- iii) the repair work to your home can only be done if the property is empty and we cannot immediately locate alternative accommodation for you.

OR

- iv) the Co-op accepts the delay in completing the repair, which has caused the tenant serious inconvenience or loss was due to its own error or that of a contractor acting as its agent



Compensation will not be offered where the disrepair or loss was the result of the tenant's (or a member of their household's) negligence or failure to conform with the terms of the tenancy agreement. Nor will it be offered if the loss of a service is the fault of a service supplier - e.g. fuel or water board etc.

You can obtain more details about Arneway's Tenant Compensation Scheme from your Housing Service Manager.

9. REINFORCING ARNEWAY'S DUTY TO CARRY OUT REPAIRS TO YOUR HOME



- 9.1 If Arneway repeatedly fails to carry out its obligations to repair your home and you cannot get any satisfaction by complaining to Housing Service Manager (see the "Complaints Procedure"), you do have legal rights.
- 9.2 Like any private landlord the Arneway has a duty under the Housing and Public Health Acts to keep its property in good repair.
- 9.3 For small repair problems tenants have a "Right to Repair", that is to say they have a right to get the repair work done and recover the cost from the landlord. However, the law lays down a particular procedure, which tenants MUST follow if they wish to do this. For details of that procedure please contact your Housing Service Manager.
- 9.4 The ENVIRONMENTAL HEALTH SERVICE of Brent Council is responsible for ensuring that landlords like Arneway keep their property in good repair. It can take direct action against landlords who fail to do so. If you wish to get in touch with an ENVIRONMENTAL HEALTH OFFICER you should contact Brent council. On receiving your complaint an officer will arrange to visit and inspect your home and will take action against the landlord if he/she thinks that it is justified.
- 9.5 If you inform Arneway of any disrepair in your property that could cause ill health which amounts to a statutory nuisance' and the Co-op fails to carry out the necessary repairs, then you may complain to a Magistrates Court under Section 82 of the Environmental Protection Act 1990. If your case is proven the Co-op could be fined and the Court could make an order to oblige the Co-op to carry out the repairs.



9.6 You will need to consult a Solicitor, Law Centre or Citizens Advice Bureau before taking any legal action.

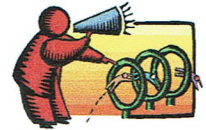
9.7 The Co-op's aim is to ensure that your repairs are carried out as promptly and efficiently as possible and we work to ensure that you never have to resort to the methods outlined above.

10. RESPONDING TO REPAIRS:

10.1 The Co-op has a duty to repair and maintain the property and the purpose of this section is to explain the procedure involved in having repairs carried out.

10.2 Arneway has placed the repairs into various categories with different time scales and these will give you some indication of when the repair will be done.

10.3. Obviously at times of storms and severe weather it may not always be possible to respond as quickly as at normal times.



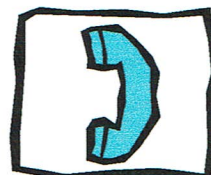
11. REPORTING A REPAIR:

11.1 Arneway does not employ its own workmen and it therefore engages a number of local building contractors to carry out its maintenance and repair work. The Housing Services Manager located at the Office at The Designworks will handle all requests for repairs. You should report on the Forms attached at Annex or if an emergency telephone and report the precise repair using the Repairs Handbook issued to all members always quoting the Page number and item of the repair in the handbook. Following the repair you will receive a satisfaction Form to complete and return this is to check that the work is carried out both to our own and your satisfaction. Please make sure that you return the Form to the Office as soon as possible. As the Invoice may be held up if the Form is not returned.

IF IT IS AN EMERGENCY GAS PROBLEM WITH YOUR BOILER OR PLUMBING CONTACT KEVIN WILSON BY DIRECT WITHOUT TELEPHONING THE OFFICE AND YOUR REPAIR WILL BE HANDLED IMMEDIATELY – HIS NUMBER IS:



TEL: 07885244969 EVERY MONDAY TO FRIDAY
BETWEEN. 9AM AND 5.30PM



When reporting by phone you should give;

1. Your name, address and telephone number (if you have one)
2. Describe clearly the repair that is required and give as much detail as you can.
3. The days and times when someone will be at home or where a key is available - this information is essential. Any abortive calls to your home by a Contractor may be charged to you.

12.0 REPAIR CATEGORIES & RESPONSE TIMES

12.1 Repairs are divided into three different categories. Arneway will aim to complete each repair within a specified time limit. That time limit will depend upon the category in which the repair is placed.

12.2 The categories and time limits - response times - are;

EMERGENCY REPAIRS - Work to be completed on the same day if possible but certainly within 48 hours.

URGENT REPAIRS - Work to be *completed* within 5 working days.

GENERAL REPAIRS - Work to be *completed* within 20 working days.

12.3. Our Maintenance Sub-Group will confirm the repair category and response time as soon as a tenant reports the need for a repair to us. Please remember that the target completion date given represents a deadline, which we will aim not to exceed. All repair work reported to us *will* be ordered within 24 hours and will be done as soon as possible. Urgent and General repairs will not be delayed, simply to use up time that may be in hand before the target completion date.

12.4 EMERGENCY REPAIRS will occur when there is a risk to someone's health or safety, or if a home is insecure, or if there is damage that is worsening rapidly. This may involve repairing an *elderly* or disabled person's heating system during cold weather, or securing property after a break in. Work of this nature might also include;
Leaking water tanks and *boilers* that need to be drained down and made safe.
Gas leaks that need to be made safe by British Gas.
Unblocking drains.



Restoring the electricity supply if there has been a failure of the Mains. This work would be undertaken by the Electricity Board (NB tenants should always check their Own fuses first).

URGENT REPAIRS most of the repairs that are reported to us will fall into this category. These are repairs that require prompt action but where there is no immediate risk to the health and safety of the tenant or their household. These may involve:

- Structural repairs e.g. leaking roof.
- Repairing water heaters, boilers and central heating systems.
- Plumbing repairs that are necessary because of the loss of a facility.
- Electrical work.

GENERAL REPAIRS are those where a delay of more than one week will not substantially inconvenience you or where the repair job will take some time to complete. This sort of repair might include:

- Repairs to Extractor ventilation systems.
- The repair or replacement of window fittings
- Roof repairs and replacing slipped roof tiles.
- The replacement of defective ball valves in cisterns and water storage tanks.
- Reglazing broken windows.
- General repairs to flooring, steps or handrails etc. - Adjustments to external doors.
- Repairs to the plasterwork of internal walls or ceilings.
- Leaking gutter and rain water pipes and repairs to facial boards;
- Replacement of baths, kitchen units, sinks and washes basin
- Repointing the exterior brickwork.

13.0 CYCLICAL MAINTENANCE WORK

13.1 Occasionally General repairs and improvements may be undertaken as part of each property's Five or Seven Year Cyclical Maintenance Programme. Work which might be included in this programme could be repairs to the external walls, fencing, the landscaping of common areas and other improvements. It should be noted that the Co-op reserves the right to defer the cyclical programme due to shortage of funds. On occasions the Co-op may find that expenditure cannot be spent on cyclical due to other emergencies or major repairs that has occurred during the course of the year. Therefore, the Co-op may defer cyclical expenditure for up to 2 years if necessary.





14.0 IMPROVEMENTS AND ALTERATIONS TO YOUR HOME

- 14.1 You have the right to make improvements or alterations to your home provided you obtain Arneway consent before you carry out any work.
- 14.2 The sort of work, which is considered to be an “improvement” or an “alteration”, involves any change to the structure or layout of your home. For example it could be the installation of a shower or of central heating, the conversion of a loft or the removal of a fireplace or an internal wall.

15.0 OBTAINING ARNEWAY'S CONSENT

- 15.1 Arneway cannot withhold its agreement allowing you to carry out the work unless it has a good reason. The Co-op's consent may be withheld if the proposed work would leave the property in a dangerous condition or if, when it was completed, it was likely to interfere with the peace and comfort of other tenants.
- 15.2 Depending on what sort of work you intend to undertake, you may also have to obtain the approval of:
- your local Council's Building Control Officer, its Planning Department or Environmental Health Department.
 - your local water authority.
 - your local electricity or gas board.
 - your builder should be able to advise you about obtaining the necessary approval from the appropriate authority.
- 15.3 If Arneway refuses to give its consent we will always write to you and give our reasons. If you are not satisfied that our objections are reasonable, or if we fail to give you a decision within a reasonable period of time, you have the right to ask the County Court for a ruling on the matter. Arneway would be bound by the decision of the court, as indeed you would be.





16.0 GUIDE-LINES BEFORE CARRYING OUT IMPROVEMENTS OR ALTERATIONS

- 16.1 Always write to your local Housing Service Manager first and tell us what you are proposing to do. Our Maintenance Sub-Group may be able to offer you basic advice on the practicalities of undertaking any work before you spend any money.
- 16.2 Get detailed descriptions and plans from the person who will be undertaking the work and send a copy of them to us. We will also need confirmation that your builder is competent to do the necessary work and that you have obtained any preliminary permission (e.g. planning permission) that might be required.
- 16.3 You must then write to us to obtain our formal permission to do the improvements. If we are satisfied with the proposed work and have received copies of the plans etc, we will give you our written permission to go ahead with the work.
- 16.4 Once the work has been completed please let us know so that our Maintenance Sub-Group can check that it has been done properly. We will also require confirmation that the local council, water authority, electricity and /or gas board has approved the completed work where appropriate.

17.0 PAYING FOR AND MAINTENANCE ON IMPROVEMENTS



- 17.1 You will be responsible for paying for any improvements or alterations that you make to your home.
- 17.2 You will also be responsible for the cost of maintaining or repairing any item that you have added to your home - e.g. servicing a central heating system if you have installed it yourself.
- 17.3 As you have paid for the improvements that you have made and as you must also be responsible for their maintenance.
- 17.4 Arneway cannot take the value of any improvements into account when it reviews your rent.





18.0 MOVING FROM A FLAT THAT YOU HAVE MADE IMPROVEMENTS TO

18.1 You may be compensated by Arneway if you have made a substantial improvement to your home which a result increased the value of the property and you intend to leave when you move. **BUT THE TERMS OF THAT COMPENSATION MUST HAVE BEEN AGREED BEFORE THE WORK WAS DONE.**

Signed: _____

Date: _____

Policy Review date January 2008_____



19.0 KEEP THESE POLICIES SAFELY



This is the end of the entire Policy and Procedures section. No other provisions should follow.