



Leathermarket JMB Responsive Repairs Policy

Department: Property Services

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Responsible Officer: Responsive Repair Manager

Approved by: XXXX Committee

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1. Introduction.

- 1.1. This document sets out the JMB's responsive repair policy. A responsive repair is a maintenance activity undertaken in response to a request from a resident because something is damaged, faulty, or worn. This policy applies to interior, exterior and communal areas of the JMB. Leaseholders are normally responsible for all the repairs within their homes.
- 1.2. The repairs service is one of our most important functions and we are committed to providing a high-quality service that takes into account our residents' needs, our resources, and statutory and regulatory obligations.
- 1.3. The JMB acknowledges that a disrepair, and a delay in having it fixed, is a source of stress and can have a detrimental effect on the mental and physical health of our residents. The absolute priority for the JMB is that residents are safe and that a repair issue does not affect a resident's quality of life.
- 1.4. The JMB is committed to keeping everyone safe and completing all repairs quickly and efficiently within the target times. The JMB will implement a routine planned works programme to mitigate the necessity for emergency repairs while achieving value for money.
- 1.5. We accept repair requests in all formats, and they can be made in a number of ways, including:
 - Via our website: [Book a Repair Form | Leathermarket JMB](#)
 - By email to: repairs@leathermarketjmb.org.uk
 - By telephone: 0207 450 8000
 - By writing to us at: Repairs, Leathermarket JMB, 26 Leathermarket St, London, SE1 3HN
 - In person, at our office at 26 Leathermarket St.

2. Scope

- 2.1. This policy applies to the Leathermarket JMB, its staff, contractors and service providers acting on our behalf. The objective is to ensure that the residents are aware of Leathermarket JMB's repair obligations as well as their responsibilities for some minor repairs.
- 2.2. This policy applies to all homes and communal areas where we are responsible for repairs by law, regulation, or contractual obligation, such as our tenancy and lease agreements. In cases of discrepancy between this policy and individual leases or tenancy agreements, the terms of the lease or tenancy agreement will prevail.
- 2.3. This policy outlines the principles of our repairs service for both our colleagues and residents, ensuring a seamless, high-quality, and resident-

focused experience. Our goal is to deliver a dependable service to all residents and to use all feedback as an opportunity to improve our services.

- 2.4. We aim to provide a good and reliable service to all our residents and to treat all feedback as a learning opportunity to improve services.
- 2.5. This policy applies to all colleagues, contractors and service providers acting on our behalf.

3. Key terms and definitions.

- 3.1. A **responsive repair** is a maintenance activity where we restore to good condition something damaged, faulty, or worn in response to a report or request for repair.
- 3.2. A **critical repair** is one that causes significant damage to property and/or puts resident's well-being at immediate risk, or causes serious distress to the wider community.
- 3.3. A **non-standard non-routine repair** is a non-urgent repair that requires a specialist contractor and/or a technical lead to diagnose and manage the works through to completion.
- 3.4. A **rechargeable repair** is any work order that is identified as a resident's responsibility as a direct result of willful damage, neglect or vandalism by either a member of the household, or a visitor of the resident.

4. Our Approach to Repairs.

4.1. Repairs Responsibility.

- We have a general responsibility to maintain and repair tenants' homes. Tenants have a general responsibility to look after their home, report repairs and give us access to undertake them. Our tenancy agreements indicate landlord and tenant repairs and maintenance responsibilities.
- Leaseholders are normally responsible for all repairs within their home and we, as the landlord, are normally responsible for communal areas and repairs resulting from our action or inaction. However, leases may set out different responsibilities and we always follow the lease in deciding the responsibilities of leaseholders and the landlord (us).
- Utility suppliers are normally responsible for all repairs up to and including the relevant meter, e.g., gas, electric and water.

4.2. Reporting a Repair.

- We ask that tenants notify us of any repair that is our responsibility within their home and agree on a timeslot with us to carry out the repair. Although we check the need for repairs to communal areas through regular inspections, we ask tenants to notify us when they notice the need for works in these areas.
- We provide several ways for residents to report repairs including via our website, by calling or emailing the Repairs Team directly, or by flagging it with the Resident Services Officer responsible for their patch.
- We acknowledge that it may be more difficult for residents with specific communication needs to access our information surrounding repairs and to report them. Therefore, we will be looking continuously for ways to ensure that our communications are accessible to everyone.

4.3. Repair Timescales.

We will respond differently depending on the urgency of the repair. Our response times fall in the following categories:

Type of repair	Description	Timescale aims
Next available	A non-urgent repair required to rectify a fault; works are to be scheduled to the next available resource.	To be completed within 28 calendar days (average target of 10 working days)
Recalls	Works that have failed to pass a quality inspection or where the Resident has confirmed that works have not been completed, the Contractor must return to correct the defect.	To be completed within 5 calendar days
Emergency (within normal working hours)	These are repairs that need a rapid response to safeguard the wellbeing of residents, the structural stability and integrity of properties and/or the health and safety of people using the affected area. We will make safe same day where failure to carry out urgent repair will result in further damage to the property.	To be attended and completed within 4 hours (This may be as a temporary repair in certain circumstances)
	Emergency where there is a high risk or vulnerability.	To be attended within 2 hours
Emergency (out of normal working hours)	We operate an out-of-hours service outside of office hours, where residents can report emergency repairs.	To be attended within 4 hours and made safe within 24 hours

Non-standard non-routine Repair	Works that fall outside the time frame of a Responsive Repair, are complex in nature and therefore require either a specialist contractor and/or a technical lead in diagnosing and managing the works through to completion.	To be completed within 60 calendar days (average target of 33 days)
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4.4. Appointment slots.

We aim to make sure that our appointment slots are convenient for residents (where possible). Our service providers provide the following appointment times for residents:

- Morning (AM) between the hours of 8am and 12pm
- Afternoon (PM) between the hours of 1pm to 4pm
- Saturday between the hours of 8am to 1pm
- First Appointment - 8am (first job of the day) within the AM timeslot.
- School run Appointments between the hours of 10am and 2pm on weekdays

We agree on times that fit with the resident's commitments and lifestyle. Should changes to the appointment be necessary, we inform residents as soon as possible.

Access for the appointment: If we are unable to access your property for a scheduled appointment, we will make an effort to reach you by phone. Should we fail to contact you, the repair appointment will be cancelled, and a calling card will be left with instructions on how to reschedule.

To cancel appointments: If you are unable to attend an appointment, please notify us at least 24 hours in advance. Cancelling via telephone or in person at the office is the swiftest communication of your cancellation, though you may also cancel in writing or through any of our staff visiting your home or estate.

4.5. What to expect.

- We will aim to get most repairs to be completed on the first visit but there may be cases where a technical inspection appointment is needed to determine what works are required or follow-up appointments to fix ordered parts.
- We will provide a clear explanation of the repair process, along with an

estimated completion time, striving to minimize any disruption during the repair period.

- We give reasonable notice if we need to get into your home to inspect it or to carry out work to your home or a neighbouring property.
- We require our service providers to behave appropriately while in the resident's home, showing respect for both the resident and their belongings. Service providers are also required to leave the site of repair in a tidy, safe and secure manner.
- We ask that residents remove, and put back (after works are complete), all personal belongings or fittings which would get in the way or hinder works being carried out. This includes laminated flooring or carpets if owned by the resident. We can help with the movement of personal belongings and furniture if needed but are not liable for any damage or issues that may arise from this.
- If there are pets in the property, we ask residents to have them removed from the area where a repair is being carried out, for their own safety and for the convenience of the repair operative(s).
- In certain instances, we may have to force entry into a property to carry out an emergency repair, or inspection. This will only be done when we have made extensive efforts to make contact with the resident, and the problem is creating serious damage and/or a dangerous risk to health/life. In these instances, we provide up to 24 hours' notice, make your home secure immediately, and arrange to repair any damage caused by entering your home in such a way.

4.6. Rechargeable Repairs.

- We reserve the right to recharge for any work required as a result of misuse, neglect or willful damage (including accidental damage and some instances of forced entry).
- The decision to recharge a resident is at our discretion if we have reasons to believe that the damage was deliberate or due to a misuse. We will take a case-by-case approach when deciding to recharge a resident, considering any representations made and the costs that may arise from pursuing a recharge.
- Where damage is not deliberate, it is in our interests to carry out repairs

without expending resources on recovering recharges. We will always try to find a positive solution, which does not add unnecessary cost to our residents.

We will recharge tenants for:

- Any repairs carried out which are residents' responsibility, as identified in the tenancy agreement and the Tenant's Handbook (this may be the cost of works as well as administrative costs)

Instances where damage occurs as a result of a resident's misuse, impacting either the property they inhabit or neighboring properties.

- Any unauthorized alteration to the property or for the cost of the removal of items left in the property following the end of tenancy.

We will recharge lessees for:

- Any repairs or renewals carried out which are responsible for under the specific lease held by the leaseholder.
- You will be informed at the earliest opportunity when a recharge may be pursued.

4.7. Repairs for the Homeowners.

The JMB will do the following, the cost being apportioned to all residents in the block:

- Remedy penetrating dampness, including roof leaks
- Repair main service pipes passing through their property
- Repair front entrance doors and windows
- Restore communal heating
- Repair smoke alarms
- Repairs to communal water tanks
- Repairs to internal water tanks for residents of the Great Dover Street complex and Kipling low-rise, as those are integral to the communal heating system.

Internal decorations, plastering, fixtures and fittings are the Homeowner's responsibility to repair.

If you have applied to purchase your home under the Right to Buy or Right to Acquire scheme, repairs will be restricted to emergencies and statutory repairs.

4.8. Insurance

- We strongly recommend that the residents take out their own contents insurance cover.
- The JMB's insurance provides cover for negligence or a failure to carry out a repair competently but it will not cover damage to resident's goods from a failure of water pipes caused by normal wear and tear or the actions of another resident.

4.9. Repair Standards

- We will prioritize repair over replacement whenever possible. Complete replacement will only be considered in cases of significant wear and tear, where the components have exceeded their useful lifespan.
- In cases where a replacement sanitary component such as a wash hand basin is required, we will replace it with a standard white replacement, similar to the approach taken with wall tiles.
- If a kitchen component like a wall unit needs replacement, we will aim to match it with the existing one, although this may not always be possible.
- In instances where a permanent repair cannot be promptly completed, we will ensure your property remains weatherproof in the interim.
- All materials used for our responsive repairs will be appropriate, durable, and offer value for money, complying with industry legislation, our sustainability policy and BSI standards.
- Electrical heaters will be provided if heating system repairs cannot be completed within 24 hours of reporting, or sooner if specific household needs require it.
- Dehumidifiers may be supplied in cases of excessive moisture, such as flooding incidents.
- Our services will be tailored to effectively support individuals at risk.

5. Responsibilities

5.1 Our responsibilities include:

- Maintaining the structural integrity of the property, common areas within the building, the exterior of all residences, and external communal spaces.
- Ensuring that gas, electricity, water, sanitation, and heating systems are well-maintained and operational.
- Keeping lifts and communal lighting systems in good working order.

- Upholding your legal right to repair as an assured tenant with preserved rights (e.g., transferred from local authority), and extending this right to assured tenants without preserved rights.
- Honoring the legal entitlement for you or a family member to report housing disrepair claims if you believe a repair has not been adequately addressed.
- We may delegate certain communal repairs to our planned maintenance teams as part of scheduled work programs to optimise cost-effectiveness.

5.2 Tenants have the following responsibilities:

- Maintaining, repairing, and replacing various items within their home, as outlined in the tenancy agreement and Tenancy Handbook.
- Promptly reporting repairs to mitigate potential damage to the property and/or possessions, and granting access for responsive repairs, technical inspections, gas safety checks, or stock condition surveys within specified timeframes or upon request. Failure to comply may result in actions consistent with tenancy agreement breaches.
- Ensuring the interior of the property maintains a reasonable level of decoration as per the tenancy agreement.
- Residents assume full responsibility for internal decorations
- Insuring both the home and its contents against theft, flooding, or accidental damage. Tenants are accountable for any related losses or damages, including those affecting neighboring properties due to incidents originating from their residence. Participation in a Home Contents Insurance scheme alongside rent payment or arranging independent insurance coverage is encouraged.

5.3 Lessees are responsible for:

- Maintaining and repairing areas designated as their sole responsibility within the lease, known as 'demised premises'.
- Upkeeping boundary walls and fences delineated with a 'T' on the title plan.
- Granting access to us and authorized personnel to inspect the property's condition and any potential structural defects.
- Contributing a share of communal repair costs incurred by us through annual service charges, which benefit residents within the block.
- Obtaining written consent for any alterations or layout changes to the

property, including wall removal or modification, and paying applicable fees for consent applications.

- Permitting us to inspect alterations or improvements carried out without prior consent to ensure they pose no health risks to residents.
- Arranging home contents insurance, while building insurance is arranged by us.
- Lessees remain solely responsible for any loss or damage to their property due to theft, flooding, or accidental damage.
- Lessees bear full responsibility for gas safety and other safety checks on their property that may impact theirs or adjacent properties. Any damage to other properties resulting from the leaseholder's negligence can be subject to a recharge.

6. Complaints, Compensations and Monitoring

- JMB has a separate Complaints Policy, available on the website. We encourage residents to read both.
- If a resident feels that the JMB has failed to deliver a good service as outlined in this policy, we ask them to raise a complaint as per the Complaints Policy.
- We treat all complaints with diligence and respect and view them as an invitation to improve our service delivery. We will not, however, tolerate threatening or abusive behavior towards the JMB staff or service providers.
- We will conduct post-inspections on all major extensive repairs and selected responsive repairs to ensure that the services provided offer value for money, maintain high standards, and align with our commitment to environmental sustainability.

We will monitor satisfaction levels and take steps to enhance service delivery. Addressing poor-quality work will involve one or a combination of the following actions:

- Arranging for the repair to be redone where appropriate.
- Addressing dissatisfaction issues with JMB Repairs Service and our contractors.
- Requesting a review of operational procedures by Repairs Service and our contractors to improve satisfaction levels.
- Facilitating meetings between staff, resident representatives, Repairs Service, or key contractors to discuss performance concerns.

Feedback from residents on the quality of the service received is important to us to help in the continuous improvement of this service. We will conduct satisfaction surveys and may engage with an independent organisation to conduct satisfaction surveys on our behalf with residents who have utilized the service. Feedback from these surveys will enable us to assess the performance of Repairs Service and our contractors against the Contractors' Charter and ensure repairs are carried out to industry standards.

7. New Build Properties

The majority of works conducted under the new build or improvement contracts fall under a defects liability period (DLP), commencing from the date of practical completion of the building or block, rather than from the date of property occupancy.

Typically, the defects liability period ranges from:

- 6 to 12 months for any defect, including electrical and mechanical works.
- In some contracts, a 24-month period may be secured.

Residents should report repairs for new or improved properties in the same manner as any other repair. These reports are forwarded to the relevant department, which will then coordinate with the resident.

For Private Sale and Shared Ownership Leaseholders, defects should be reported to JMB initially, but claims can also be made through warranties provided by NHBC/Premier (or equivalent).

Building Warranties cover standard defects for the initial 2 years and major (usually structural) defects for the duration of the policy. A standard warranty typically lasts for 10 years, with JMB aiming to secure additional years of coverage on most new developments (where feasible, noting that some warranty providers only offer 10-year coverage).

Occasionally, defects such as design flaws, product failures, or workmanship faults may arise after the liability period, constituting latent defects. In such cases, where it can be demonstrated as a latent defect, the original contractor may be responsible for remedial works or exercising warranties offered by the NHBC (National House Building Council) for certain aspects. We will ensure minimal impact on the resident while establishing liability and seeking recovery from the relevant party.

For leasehold properties, responsibility for gathering evidence around latent defects inside the property lies with the leaseholder.

8. Legislation.

- Occupiers Liability Act 1957 and 1984
- Defective Premises Act 1972
- Housing Act 1985, 1988, 1996, 1998 and 2004

- Landlord & Tenant Act 1985 (Section 11)
 - Leasehold reform, housing and urban development act 1993
 - Commonhold and Leasehold Reform Act 2002
 - Housing Grants, Construction and Regeneration Act 1996
 - Environmental Protection Act 1990
 - Electrical Equipment (Safety) Regulations 1994
 - Gas Safety (Installations and Use) Regulations 1998
 - Decent Homes Standard 2006
 - Regulator of Social Housing's regulatory framework, 2015
 - Homes (Fitness for Human Habitation) Act 2018
 - Control of Asbestos Regulation 2012
 - Home Energy Conservation Act 1995
 - Party Wall Act 1996
 - Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
 - Fire Safety Act 2021
 - Fire Safety (England) Regulations 2022
 - Building Safety Act 2022
 - Equality Act 2010
 - Localism Act 2011
 - Modern Slavery Act 2015
 - Pre-Action Protocol for Housing Condition Claims (England)
- Any other relevant legislation in which we are legally bound to comply with when providing a repair service.

We comply with relevant statutory regulations concerning construction, asbestos, water hygiene, electrical systems, gas safety, and general health and safety standards. The Housing Health and Safety Rating System, implemented under the Housing Act 2004, is integral to the regulatory framework governing our responsive repairs service.

Ensuring compliance with the Decent Homes Standard, established by the Government in 2000 and subsequently updated post the Housing Act 2004, is paramount. This Standard mandates that homes possess modern amenities, maintain a reasonable state of repair, and provide warmth and weatherproofing. Consequently, during responsive repair work, we prioritize replacing and/or improving components and services to uphold this standard. Notably, the Decent Homes Standard does not extend to leasehold and shared ownership properties.

Moreover, we adhere to the Home Standard outlined by the Regulator of Social Housing in England's Regulatory Framework for Social Housing since April 2012.

We will review this policy every three years, or sooner if there are changes to legislation or good practice.