

Repairs and Maintenance policy

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| 1.0 | 31 July 2024 | | Director of Property Management | |
| 1.1 | 21 August 2024 | | Director of Property Management | Incorporating feedback from Customer Committee |
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1 Purpose

1.1 Heylo's purpose is to help aspiring homeowners and renters find a place to call home.

1.2 The purpose of this policy is to ensure:

- Our homes are of good quality, well maintained and safe.
- Repairs and maintenance issues can be easily reported.
- We provide a repairs service that is fair and easily accessible.
- Our homes comply with health and safety legislation.

1.3 The policy sets out how Heylo approach planned and cyclical works and repairs and maintenance through ResiManagement in an effective efficient and timely manner, for the homes and communal areas for which we are responsible.

2 Aims

2.1 The aims of this policy are:

- To clearly provide the principles of our approach to planned and cyclical works, repairs and maintenance to our shared ownership customers, providing a high quality customer focussed service
- To communicate the rights and responsibilities in respect of repairs and maintenance in accordance with the lease
- To ensure that repairs and maintenance services meet all legal and regulatory requirements

3 Context

3.1 Heylo Housing Group Limited (HHGL) is the parent company of the Group, which includes Heylo Housing Registered Provider Limited (HHRP) and a number of property owning investment vehicles (Pods) (collectively referred to in this policy as 'Heylo'). Heylo currently provides two different Shared Ownership products – HomeReach and YourHome.

3.2 All customer facing services to Heylo customers are provided by employees of ResiManagement, a separate, but commonly controlled company. ResiManagement in turn works with external providers including managing agents, estate agents, and repairs and maintenance providers.

3.3 As noted within 3.2, there are a number of parties that ResiManagement works with to provide services including repairs and maintenance. Importantly, due to its operating and investment models, in most cases neither Heylo nor ResiManagement appoints the Managing Agents of a block of flats and must influence better performance by the Managing Agents– often as an advocate for our residents.

- 3.4 As a Shared Ownership only provider, Heylo have limited responsibility for repairs and maintenance to its customers' homes, as the traditional Shared Ownership lease is a fully repairing lease (meaning that the customer has responsibility for the upkeep of their home). Recent standard form leases have introduced a repairing responsibility on Heylo (see section 7.2 below). At present this applies to a small minority of Heylo customers and homes. For blocks of flats where Heylo own the freehold or head lease, then there will be a responsibility for Heylo to manage planned and cyclical maintenance and responsive repairs to communal areas.
- 3.5 Customers should check their responsibilities for repairs and maintenance in their lease, where it will show if the ten year repair period applies (see section 7 below). If they are unsure about what is covered under the lease, which lease type they have, or need to report a repair, this can be done by telephone 020 3744 0415 or e-mail portfolio@heylohousing.com.
- 3.6 For communal structures and areas in blocks of flats, in some instances Heylo will be the freeholder/head leaseholder to a block, and as such will have responsibility, often enacted through a managing agent. For blocks where Heylo have Shared Ownership customers, but are not the freeholder or head leaseholder of the block, then this responsibility is with that freeholder, and their appointed managing agent (see section 9)

4 Legislative and regulatory framework

- 4.1 The Regulator of Social Housing's Safety and Quality Standard states the following outcome relating to repairs and maintenance for shared ownership properties:
- Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.
- 4.2 The Standard sets specific expectations that we must adhere to:
- Registered providers must enable repairs and maintenance issues to be reported easily.
 - Registered providers must set timescales for the completion of repairs, maintenance and planned improvements, clearly communicate them to tenants and take appropriate steps to deliver to them.
 - Registered providers must keep tenants informed about repairs, maintenance and planned improvements to their homes with clear and timely communication.
 - Registered providers must understand and fulfil their maintenance responsibilities in respect of communal areas.
 - Registered providers must ensure that the delivery of repairs, maintenance and planned improvements to homes and communal areas is informed by the needs of tenants and provides value for money.

4.3 Section 20 of the Landlord and Tenant Act 1985 (as amended) imposes a requirement on Heylo (or the relevant freeholder) to consult with customers in respect of qualifying works (e.g. where leaseholder's contribution is in excess of £250 p.a.) or a qualifying long term agreements (ones entered into by the landlord for a period in excess of 12 months which result in a contribution of a leaseholder in a year is in excess of £100).

5 Defects

5.1 Newbuild homes are covered by a Defects Liability Period (DLP) with the housebuilder from the date it was purchased. During this period, customers can report any defects to the builder who will rectify them. Importantly, in some situations, Heylo will purchase properties from the builder and then sell it to the resident. This can mean that in these cases the DLP is already running by the time the customer moves in to the home. Details of the DLP and other warranties are disclosed to prospective purchasers. The DLP is usually 12-24 months.

5.2 Items which are not classed as defects and therefore the customer's own responsibility to put right include:

- Issues caused by misuse or damage, even if accidental
- Decorating and gardening
- Normal shrinkage or normal condensation due to the property 'drying out'
- Blocked toilets or drains –any blockage is therefore likely to be due to a 'foreign object' such as wipes or nappies
- General wear and tear (though also see section 7 below), or damage arising from failure to maintain the property
- Anything reported after the Defects Liability Period has ended

5.3 An issue may not be classified as a defect if it falls within the warranty provider's acceptable tolerances, which can be found on the warranty provider's website.

6 Building warranty

6.1 The majority of Heylo Shared Ownership customers are in homes that were bought as a new build. These homes will have a building warranty, usually for ten or twelve years, that will provide insurance against certain defects after the initial defects liability period until the end of the policy. Customers should have the warranty information provided by the housebuilder, or can contact Heylo for this information.

7 Responsive repairs and maintenance to the home

7.1 Leases Prior to 2022 – including properties where Heylo received grant funding through the Shared Ownership and Affordable Homes Programme

as well as leases issued after 2022 where there is not a repairs and maintenance provision

Customer Responsibilities

- 7.1.1 Customers with these leases are responsible for:
- Keeping their home in good condition
 - The cost of repairs and maintenance
 - Refurbishment and decorations, including the replacement of kitchens and bathrooms
 - Arranging and paying for an annual servicing of installations and appliances where necessary, e.g. boiler, hot water cylinder etc
- 7.1.2 Customers may paint redecorate or refurbish the property as they wish.
- 7.1.3 If the customer would like to make any structural changes to the property, they should check the conditions of their lease, however generally permission should be sought from Heylo.
- 7.1.4 Customers should check what constitutes a home improvement and seek permission before undertaking works to the property.
- 7.2 Properties where Heylo received grant funding through the Affordable Homes Programme 2021-2026 (AHP)**
(this will be clearly stated on the front page of the lease)
- 7.2.1 Customers purchasing a home where Heylo received grant funding as part of the Affordable Homes Programme 2021-2026, have the same responsibilities as those set out in section 8.1 above, with the addition of being able to claim costs of up to £500 per year in the initial repair period (usually for 10 years) for some general repairs and maintenance, as set out below.
- 7.2.2 In the initial repair period, customers can claim costs up to £500 a year from Heylo to help with essential repairs or replacement (if faulty) of:
- Installations in the home for the supply of water, gas and electricity (including basins, sinks, baths and sanitary devices but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity (such as ovens or washing machines), pipes and drainage
 - Installations in the home for space heating and water heating
- 7.2.3 Repairs and maintenance costs over the allowance amount, or after the initial repair period ends, are the customer's responsibility.
- 7.2.4 If the customer does not claim the full repairs allowance in one year, a maximum of one year's allowance will roll over to the following year only. If not

required in the subsequent year, it will expire. The following example shows how the repairs allowance works if you claim in years 2 and 3.

7.2.5

| Year | Repairs allowance | Allowance claimed for repairs | Roll over to next year |
|------|----------------------|-------------------------------|------------------------|
| 1 | £500 | £0 | £500 |
| 2 | £1,000 (£500 + £500) | £750 | £250 * |
| 3 | £750 (£500 + £250) | £0 | £500 |

*In this example, if you do not claim anything in year 1, the £500 allowance rolls over to year two, giving an allowance of £1,000. If £750 is then claimed in year 2, then £250 rolls over to year 3.

Claiming the repairs allowance

7.2.6

Heylo have two separate routes for claiming repairs costs as set out above, These are **Hometree** insurance service and **FixFlo**.

Customers will be advised when they purchase their property which route applies, and they will be provided with full details. If customers are unsure about which route to use to report a repair, this can be done by telephone 020 3744 0415 or e-mail portfolio@heylohousing.com

(In future customers will be able to log in to the new Customer Portal and will be able to see their lease type, and report a repair online)

7.2.7

Customers must contact Heylo to claim the repairs allowance before any repair is carried out. Heylo will be responsible for deciding whether repairs are essential, and have the right to inspect the home when making this decision. The approval process will be managed through Hometree and Fixflo as appropriate, including when the repair is considered an emergency or out of hours.

7.2.8

When a claim for the cost of essential repairs is submitted, Heylo will approve or reject the claim in a fair and consistent manner. If Heylo declines a claim, Heylo must:

- Tell the customer why in writing within 7 days of receiving the information supporting the claim
- Advise the customer of their right to dispute the decision
- Set out the complaints handling process

7.2.9

To carry out repairs that Heylo agrees are essential, customers must use a Trustmark approved tradesperson.

7.2.10

The repairs allowance will transfer to a new owner if the customer sells the home. However, if the new owner buys a 100% share, the repairs allowance will not transfer to them.

- 7.2.11 The repairs allowance cannot be applied to planned and cyclical works programmes carried out and billed by the freeholder and/or managing agent.

8 Cyclical and Planned Maintenance to buildings (usually blocks of flats) and communal spaces

- 8.1 Cyclical maintenance comprises work which is considered protective or preventative. This includes gas servicing/safety checks, electrical safety checks, decoration of communal areas and other similar works.
- 8.2 Planned maintenance works are planned in advance and will be carried out to maintain the standard of properties, for example roof, window or lift replacement.
- 8.3 For blocks of flats where Heylo is the freeholder or head leaseholder, then this responsibility falls to Heylo, though will usually be operated through an appointed managing agent.

We (and the agent) will use data obtained from surveys to schedule planned maintenance. A programme of planned maintenance works will be notified to residents whose properties are impacted by planned work.

- 8.4 Leaseholders will be given notice about and be consulted on any relevant planned works, in accordance with the Landlord and Tenant Act 1985, which contains the primary legislation about consultation in section 20 of the Act.
- 8.5 For blocks where Heylo have Shared Ownership customers, but are not the freeholder or head leaseholder of the block, then cyclical and planned works programmes are the responsibility of that freeholder, and their appointed managing agent.

Repairs Reserve Fund (flats)

- 8.6 If there is a reserve fund (also known as 'sinking fund'), customers will need to pay into the fund. The fund covers major works, like replacing the roof. Customers will not usually be able to get back any money they pay into a reserve fund, for example, if they move home.
- 8.7 Customers should refer to their lease to check if there is a reserve fund payment.

9 Insurance Claims

- 9.1 Under the terms of the customer's shared ownership lease it is Heylo's responsibility to arrange the buildings insurance for the customer's home – unless buying a flat and the insurance is arranged by the management company and paid for through the service charge. The policy does not cover a customer's contents.

9.2 Aspray have been instructed by Heylo to manage all insurance claims and therefore if the customer wishes to make a claim, they should contact Aspray directly using the contact details below:

Telephone: 0808 161 7020

Email: heyloclaims@aspray.com

Claims can be made from 7am to 10.00pm Monday to Friday.

9.3 If customers live in a flat, or the insurance is arranged by the management company, to make a claim on the policy customers should contact the management company for the details of their insurance policy. Heylo can provide contact details of your management company if you do not have them.

9.4 To request a copy of the policy, please contact us on [020 3744 0415](tel:02037440415) or email portfolio@heylohousing.com.

9.5 Our offices are open Monday - Thursday 9am - 6pm and Fridays 9am - 5pm.

10 Reporting and Monitoring

10.1 We will monitor the effectiveness of the repairs and maintenance service provided using a number of key performance indicators, including:

- Satisfaction that Heylo keeps communal areas clean and well maintained (where this is our responsibility).
- Number of repairs carried out.
- Customer satisfaction with repairs.
- Repairs fixed first time.
- Repairs spend.
- Performance of external managing agents

10.2 These metrics will be reported to the Operations Committee and Executive Committee of ResiManagement, and both HHRP and HHGL Boards.

11 Confidentiality

11.1 Heylo and its agents will observe confidentiality in repairs and maintenance procedures and will only share details with external stakeholders with the authority of the customer.

12 Information Storing

12.1 All data is stored securely and in line with our Data Protection and Security Policies.

12.2 We are committed to treating all information securely, with respect and in line with data protection law (GDPR).

12.3 We may share personal information with other organisations. We will only share information where we have sharing protocols in place and/or confidentiality agreements signed. We will also give information to other organisations where we are required by law to do so.

13 Review

13.1 This policy will be reviewed every two years, unless there is a significant development that would require a more urgent review e.g. new legislation or regulation.

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| Lead team | Property Management |
| Level of authorisation required (for review): | ResiManagement Customer Committee |