

FAREHAM

BOROUGH COUNCIL

Minutes of the Executive

(to be confirmed at the next meeting)

Date: Tuesday, 3 September 2024

Venue: Collingwood Room - Civic Offices

Present:

S D Martin, Policy and Resources (Executive Leader)
I J Bastable, Streetscene
F W Birkett, Housing
Miss J Burton, Health & Public Protection
M R Daniells, Planning and Development
Mrs C L A Hockley, Leisure and Community

Also in attendance:



1. APOLOGIES FOR ABSENCE

There were no apologies for absence given for this meeting.

2. MINUTES

RESOLVED that the minutes of the meeting of the Executive held on Monday 15 July 2024 be confirmed and signed as a correct record.

3. EXECUTIVE LEADER'S ANNOUNCEMENTS

The Executive Leader made the following announcements:

Fareham Live

The Executive Leader was pleased to announce that the Council accepted practical completion from Neilcott Construction last week, putting the building under the control of Trafalgar Theatres. Trafalgar will now spend the next few weeks getting the building ready for its first guests.

A vibrant programme of shows and events continues to be developed, with creative learning opportunities and dedicated spaces for local community groups and businesses and there really is something for everyone.

The Executive Leader stated that nearly 21,000 tickets have so far been sold, with new shows being added every week. He advised members that if they had not yet looked at the website or picked up a brochure, he would highly recommend that they do so, as some shows have already sold out.

The Executive Leader also announced that the car parking adjacent to Fareham Live is now complete and is due to be opened later this week offering a high quality, convenient parking experience for visitors to Fareham town centre and Fareham Live.

Fareham Town Centre Regeneration

The Executive Leader announced that the Council's town centre regeneration programme is developing at pace. The north/south route through Fareham Shopping Centre will be operational by Fareham Live's opening night on the 1st October and this will provide a direct and secure connection between West Street and Fareham Live and will help ensure the economic benefits for the wider town are maximised.

The Executive Leader stated that we want visitors to Fareham Live to enjoy pre and post theatre drinks and dinner in the town and we want to make it as easy and enjoyable as we can for them to do this. The design of the route will also inject some fun and personality and offer visitors a visually engaging experience as they walk from Market Quay, across West Street and through the Shopping Centre.

The Executive Leader also stated that, importantly, the Council has received capital receipts from Daedalus land sales and it is intended that these receipts be used to support the delivery of the town centre regeneration proposals.

National Planning Policy Framework

The Executive Leader announced to Members that they would be aware that at the end of July, the Government commenced a consultation on proposed changes to the National Planning Policy Framework (NPPF) with any comments on the consultation needing to be submitted to the Government by 24 September.

The consultation proposes a number of changes to national planning policy, including increasing the number of new houses local authorities will need to plan for.

The Executive Leader stated that in light of the implications for this Borough, Officers will be providing an informal Member briefing on the proposed changes to the NPPF during the afternoon of Wednesday 18 September. Members will receive an invitation for that meeting shortly. On the same day, the Planning and Development Scrutiny Panel will be invited to consider and comment on an Individual Executive Member Decision report setting out the Council's proposed response to the proposed changes to the NPPF and to pass on any comments to the Executive Member accordingly. The individual decision will be made by the Executive Member for Planning and Development at a meeting to be scheduled on a date between 19 and 24 September which is yet to be finalised.

4. DECLARATIONS OF INTEREST

There were no declarations of interest made at this meeting.

5. PETITIONS

There were no petitions submitted at this meeting.

6. DEPUTATIONS

There were no depositions made at this meeting.

7. REFERENCES FROM OTHER COMMITTEES

There were no References from other committees.

8. HOUSING

(1) Fareham Housing Repairs Policy - Consultation

An updated copy of the Draft Fareham Housing Repairs & Maintenance Policy was tabled at the meeting to include live website links to the policy document that were missing from the published version.

RESOLVED that the Executive:

- (a) notes that the Housing Scrutiny Panel had no comments or suggestions to make in respect of this Policy; and
- (b) approves the draft Fareham Housing Repairs and Maintenance policy going forward for 6 weeks public consultation.

(2) Tenant Engagement Strategy - Adoption

RESOLVED that the Executive:

- (a) agrees that the Tenant Engagement Strategy, as provided in Appendix A to the report, be adopted;
- (b) notes that the Continuous Improvement Action Plan element of the Strategy will be a live document that will be kept up to date by the Principal Tenant Engagement Officer; and
- (c) agrees that authority be delegated to the Director of Housing, following consultation with the Executive Member for Housing, to make any minor changes to the Strategy providing they do not alter the approach and objectives of the Strategy.

9. HEALTH AND PUBLIC PROTECTION

(1) Anti-social Behaviour Policy - Adoption

A revised page 77 of the agenda pack was tabled at the meeting to show Foot Note 1 which was missing from the published Draft Anti-Social Behaviour Policy document.

RESOLVED that the Executive:

- (a) approves Fareham Borough Council’s Anti-Social Behaviour Policy, as attached at Appendix A to the report; and
- (b) agrees that authority be delegated to the Director of Neighbourhoods, following consultation with the Executive Member for Health and Public Protection, to make any minor changes to the Policy that may be required.

At the close of the meeting, with the agreement of the Executive Leader, Councillor Mrs C L A Hockley asked to place on record her thanks to the Chief Executive Officer and all Officers involved with the progress of Fareham Live as the venue nears completion.

(The meeting started at 6.00 pm and ended at 6.28 pm).

..... Chair

..... Date

Appendix A



**FAREHAM
HOUSING**

Housing Strategy and Systems

Repairs and Maintenance policy

June 2024

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1. Introduction / Executive Summary

- 1.1 The Housing Act (as amended)¹ places a number of obligations on landlords regarding the upkeep of their properties. All social housing tenants also have the 'right to repair' and, for certain repairs, for these to be conducted within a specific timeframe.²
- 1.2 Following the tragedies at Grenfell and the death of Awaab Ishak, the legislation was strengthened in several areas, particularly by the extending of powers to the Social Housing Regulator and the introduction of what has become known as 'Awaab's Law'.
- 1.3 While the outcome of the consultation on the precise measures to be introduced as part of 'Awaab's Law' has yet to be published³, it is evident that they will pose new duties on social landlords.
- 1.4 The new Consumer Standards⁴ set by the Regulator of Social Housing (RoSH), and the Safety and Quality Standard in particular, have already added further requirements around repairs, maintenance, and planned improvements, aimed at raising standards and response times.
- 1.5 This policy sets out the approach taken by Fareham Housing toward the repair and maintenance of its properties and reflects both the responsive repairs and the planned maintenance programmes. In doing so, it will ensure that all the Council's homes are kept in a well-maintained, safe and secure condition.

2. Objective

- 2.1 The aim of this policy is to enable and ensure the maintenance of good quality accommodation which meets the needs of our tenants and follows the requirements of all relevant legislation and statutory guidance.
- 2.2 This policy also provides advice to Officers and tenants alike on how to report repairs, the different type of repairs, how they will be prioritised and the timescales involved.

3. Scope

- 3.1 This policy covers all tenants of Fareham Housing, whether in general purpose or sheltered accommodation, and including those in temporary accommodation that is owned by the Council.

¹ 1985 Housing Act, s.9A, s.10A, s.11

² 1994 Secure Tenants of Local Housing Authorities (Right to Repair) Regulations

³ See [Awaab's Law: Consultation on timescales for repairs in the social rented sector - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/awaab-law-consultation-on-timescales-for-repairs-in-the-social-rented-sector)

⁴ See [Regulatory standards for landlords - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/regulatory-standards-for-landlords)

- 3.2 It does not include tenants in any fully managed/leased properties provided by the Housing Options team, where responsibility for repairs remains with the landlord. Tenants should refer to their individual tenancy agreements for specific arrangements.
- 3.3 While individual leaseholders remain responsible for the maintenance, servicing, and repairs within the property, subject to certain provisions, the Council retain responsibility for external and communal areas. This policy covers the latter and so leaseholders are advised to read this in conjunction with their individual leasehold agreements.
- 3.4 For Shared Ownership homes being delivered through Homes England's AHP 2021 to 2026⁵ the Council will align with the Government's new model lease for shared ownership properties. This grants an initial 10-year period during which shared owners cannot be required to contribute, via service charges, for repairs to the external or structure of the building. In addition, shared owners can also apply for a £500 contribution towards internal repairs during this period. Shared owners should refer to Fareham Borough Council Shared Ownership Policy and Processes document for further information⁶.
- 3.5 After this initial 10-year period, shared owners will be responsible for their own maintenance and repairs and should consult their individual lease arrangements for further detail.
- 3.6 It covers both our responsive repairs service and our planned maintenance programme, as well as the duties to carry out our regular gas servicing, electrical and landlord safety checks.
- 3.7 It details the responsibilities of Fareham Housing, including a Code of Conduct for all employees or contractors when carrying out repairs for Fareham Borough Council.
- 3.8 This policy sets out the rights and responsibilities of tenants, areas that are not covered by the service and which repairs may be chargeable to tenants.

4. Legislation and guidance

- 4.1 The statutory responsibilities and regulations governing this policy are complex, and include, but are not limited to:
- 2023 Social Housing (Regulation) Act
 - 2022 Building Safety Act
 - 2021 Fire Safety Act
 - 2018 Homes (Fitness for Human Habitation) Act
 - 2015 Construction (Design and Management) Regulations

⁵ The lease will detail if the property is included in this model and any repairs that may apply.

⁶ See FBC Shared Ownership Policy and Processes on the [Housing Policies webpage](#)

- 2011 Localism Act
 - 2010 Equalities Act
 - 2004 Housing Act
 - 2002 Common and Leasehold Reform Act
 - 1998 Human Rights Act
 - 1998 Gas Safety (Installation and Use) Regulations
 - 1994 Secure Residents of Local Authorities (Right to Repair) Regulations
 - 1996 Party Wall etc. Act
 - 1996 Housing Grants, Construction and Regeneration Act
 - 1990 Environmental Protection Act
 - 1988 Housing Act
 - 1985 Housing Act
 - 1985 Landlord and Tenant Act
 - 1984 Building Regulations Act
 - 1974 Health and Safety at Work etc. Act
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- Decent Homes Standard
 - HHSRS (Housing Health and Safety Rating System)
 - RSH Regulatory Standards for Landlords, including Consumer Standards
 - Housing Ombudsman Spotlight reports, particularly those regarding damp and mould and complaints about repairs.

5. Policy Statement

- 5.1** This policy brings together existing practices and procedures and updates them in line with the new Consumer Standards set by RoSH, and all other relevant legislation and statutory guidance.
- 5.2** It sets out the process for repairs and planned maintenance for all Fareham Housing tenants, and details how we will aim to provide an easily accessible, tenant-focused, but cost-effective, service which provides a 'first-time fix' wherever possible and achieves high levels of customer satisfaction.
- 5.3** It details how we will strive to ensure a pleasant, safe, and secure environment for our residents to live in, while also maintaining the asset value of our property portfolio and providing value for money.

6. Responsibilities

- 6.1** Tenant's responsibilities and obligations, as well as those of Fareham Housing, are set out in their Tenancy Agreement. Tenants should refer to this document for the full terms and conditions.
- 6.2** Tenants are responsible for the safe and legal installation, repair and maintenance of any household equipment (such as cookers and washing machines) and may be charged if the equipment is not installed or maintained

correctly and it causes damage to their, or any neighbouring, property for which the Council has to carry out repairs.

- 6.3 Tenants should not carry out any unauthorised alterations or adaptations without the Council's specific permission, as not only could these be dangerous, but will result in a charge for the cost of removal and bringing the property back to standard. Further details can be found in Section 13 below.
- 6.4 Tenants are responsible for any minor repairs, including (but not limited to):
- Replacing lost keys, toilet seats, lightbulbs, smoke detector batteries etc.
 - Reglazing of doors and windows if caused by you or a member of your household.
 - Taking reasonable steps to prevent water pipes being damaged by frost.
 - Clearing outside gullies (with the exception of flatted blocks).
 - Providing and maintaining floor coverings (e.g., carpets).
- 6.5 Tenants are obliged to report any repairs that are the responsibility of Fareham Borough Council as soon as possible.
- 6.6 Tenants must give staff and contractors access to their property in order to carry out inspections, repairs, servicing, replacement or improvement works, for which they will be given reasonable notice.
- 6.7 Reasonable notice will vary depending on the situation, and in some cases, where there is an emergency such as risk to property and/or personal injury, staff and contractors can force entry to the property, even if no one is at home.
- 6.8 If vacant possession is needed to carry out any major works, the Council will notify you of this and assist you in moving to a temporary decant property. However, the Council retains the right to take possession of the property through the court possession process where necessary. Alternative accommodation must be offered in these circumstances.
- 6.9 Fareham Housing is responsible for the following:
- All repairs to the structure and exterior of the building, including floors, walls, drains, gutters roof, windows, external pipes and any other fixture and fittings provided by Fareham Council.
 - The repair and proper working order of installations for the supply of water, gas, electricity, and sanitation, including the toilet, bath/shower, and sink within the home but not other fixtures, fittings and appliances for the making use of water, gas and electricity. Individual utility companies remain responsible for supplies coming into the home.
 - Maintenance of communal areas of blocks of flats and maisonettes to ensure they are fit for use.
 - Space heating and heating water.
 - External decoration.

- Annual servicing of all gas appliances installed and maintained by Fareham Housing, and an inspection of the electrical wiring every five years.

7. Reporting a repair

7.1 There are many ways in which tenants can report a repair:⁷

- Tenants can complete an online form [here](#).
- Email us at responsiverepairs@fareham.gov.uk
- Call us on 01329 824 771 or free phone 0800 141 2194.
- On the Tenant Portal, available on our website.
- Alternatively, tenants can visit or write to us at:
Civic Offices, Civic Way
Fareham, Hampshire
PO16 7AZ

7.2 Please help us by providing as much information as possible when you report a repair, such as location, severity etc., as this will help us send the right person with the right materials to you first time.

7.3 Please also help us by ensuring that your home is safe to work in, such as ensuring that the repair is accessible, that any animals are kept safe and no young children are left alone in the house. Either the tenant or a representative over the age of 18 years must be present.

7.4 If there is an emergency out of hours, or a suspected gas leak at any time, tenants can also contact us:

- **Emergency out of hours:** 0800 374 485
- **Gas repairs (any time):** 0800 970 2512

7.5 If you think that you have a gas leak or carbon monoxide present in your home, you must:

- Turn off your Gas meter.
- Open all doors and windows.
- **DO NOT** smoke, touch light switches, or turn any electrical equipment on or off.
- Call [National Grid Emergencies](#) on **0800 111 999**
- More information is available if you need [full details of what to do](#).

8. Repair priorities and timescales

8.1 When a tenant contacts us regarding a repair, this will be assessed by a repairs advisor and given a priority which has a realistic target time for completion.

⁷ See [Report a repair \(fareham.gov.uk\)](#)

- 8.2 The repair request will be categorised into one of four categories: Emergency, Priority, Routine or Planned Routine.
- 8.3 On occasion, further investigation may result in it being recategorized, either to a higher or lower priority. This may mean that the work is done faster, or that it is identified as being a repair that comes under a future planned maintenance programme.
- 8.4 Emergency repairs are those repairs needed to prevent a significant risk to person or property if not attended to immediately. We aim to complete any emergency repair within 24 hours by either making the emergency issue safe, or by rectifying the matter completely. If an appliance or part is required, or the repair is the responsibility of a third party, and/or requires further work, then a subsequent repair task will be logged on the tenant's behalf (under an appropriate repair category) to ensure the work will be done.
- 8.5 Examples of an emergency repair would include (but are not limited to):
- Total or significant loss of electrical power or lighting, loss of heating and/or hot water.
 - Loss of water supply (though this may be the responsibility of your local water company).
 - Internal leaking or burst pipework where the tenant cannot control the leak and there is a risk to either the property and/or belongings.
 - Blocked or leaking foul drain or soil stack, or a toilet not flushing when there is no other toilet in the property.
 - A stairlift failure, or an insecure external window, door, or lock.
- 8.6 Priority repairs are those repairs that, if left for more than a week, would likely cause a risk to either property or person. We aim to complete all priority repairs within seven calendar days.
- 8.7 Examples of a priority repair would include (but are not limited to):
- Partial loss of water, a tap which cannot be turned off or is leaking, or a minor leaking pipe which is not affecting the building.
 - Severe damp or mould within the home of a vulnerable person.
 - Glass replacement, where security is affected, or roof tiles missing or damaged.
 - Extractor fans in kitchens or bathrooms not working, or a door intercom not working (repairs for intercoms may take longer if parts are required).
- 8.8 Routine repairs are those repairs that do not fall into either of the above two categories. They may also include subsequent or follow up works following an emergency or priority repair. We aim to complete all routine repairs in 28 calendar days.
- 8.9 Examples of routine repairs would include (but are not limited to):

- Repairs to damaged fencing, gutters, or downpipes.
- Renew, repair internal doors, or refix letter plates.
- Minor cases of damp and mould within the home where an initial inspection has already been undertaken and where it appears to relate to condensation only.
- Working, but in need of a replacement, boiler.

8.10 Planned routine repairs are those repairs that do not fall into any of the above categories and are not part of the Council's wider planned maintenance programme. We aim to complete these repairs within six months.

8.11 Examples of planned routine repairs would include (but are not limited to):

- Plastering repairs or internal decoration of a room.
- Rebuilding masonry walls or replacing fencing and/or gates.
- Replacing roof or windows.

8.12 Complex repair investigations are those repairs where the cause of the fault is not known and may require extensive investigation and/or monitoring to diagnose the repair needed. These are often significant building defects and may involve professional consultants or insurance companies.

8.13 Examples of a complex repair investigation may include:

- Flooding and water ingress from the highway or land affecting the home.
- Underpinning or settlement causing structural damage.
- Inherent building structure defects including roof spread, thermal/expansion cracking and cold bridging.

8.14 If your home requires a complex repair investigation, we will explain this to you and give you any timescales that we are able. We aim to complete repairs on conclusion of the diagnosis of the repair.

9. Chargeable repairs

9.1 If damage is caused by neglect, carelessness, or misuse by you, any one in your household, pets or visitors to your home, we will charge you for the costs of any repairs needed.

9.2 An unlimited list of chargeable repairs is listed in the tenancy agreement, but examples would include:

- Replacement of locks due to lost keys.
- Repair to any damage done by you, your household, or any visitors.
- Repair or replacement of any items that were supplied by us when you signed for your tenancy and which have been lost or damaged.

- The cost of removal for any unauthorised adaptations. Further details can be found in Section 13 below and in your tenancy agreement.
- 9.3 You will also be charged for any damage caused, or costs of legal action taken, to gain access to your property if you do not allow this and we have a legal obligation to do so.
- 9.4 You will also be charged for the excess cost of carrying out repairs outside of normal office hours if you report an emergency repair when it cannot be reasonably be classified as such.
- 9.5 You may not have to pay for any repairs if:
- The damage was caused by reasonable wear and tear or because of the age of the property or installation.
 - The damage was caused as a result of you being a victim of crime, such as a burglary or anti-social behaviour.
 - We have given you a priority to move because you were living in fear of violence or were being harassed.
 - The damage was caused through domestic abuse.
- 9.6 In these examples, you need to have reported the incident to the police and have obtained a crime reference number, which you must provide to your Neighbourhood Officer.
- 9.7 In cases where damage has been caused by police gaining entry for a legitimate reason, you may still be charged for the cost of repairs.
- 9.8 Any damage that is potentially chargeable will be brought to the attention of the Neighbourhood Manager by the Property Manager (Housing), who will jointly make the decision as to whether the damage is chargeable.
- 9.7 If there is any doubt or uncertainty about how the damage was caused, we will arrange a visit and check the situation before we may a decision as to whether the repairs are chargeable or not.

10. Planned and cyclical maintenance

- 10.1 Planned maintenance covers any major works that are normally planned a long time in advance. It is how Fareham Housing ensures that we comply with the Decent Homes Standard⁸ and will normally include one or more of the following:
- Kitchen and/or bathroom modernisation.
 - Replacement windows and doors.
 - Upgrading of electrical wiring.
 - Re-roofing, insulation works and retrofitting.

⁸ See [A decent home: definition and guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/a-decent-home-definition-and-guidance)

- 10.2 Full details of upcoming programmes and what will happen if you are affected can be found on our website⁹, and this information will be regularly updated.
- 10.3 Cyclical maintenance and servicing are those works carried out appropriate intervals.
- 10.4 As part of our cyclical maintenance programme, we will:
- Inspect, clean, and redecorate external surfaces at regular intervals. Where cost effective, we will also replace timber surfaces with UPVC to reduce future maintenance costs. The full programme can be found on our website¹⁰.
 - Maintain council owned gas heating appliances and service them annually. We will also visually inspect and test any gas appliances installed by the tenant for leaks.
 - Inspect electrical systems every 5 years, including the upgrading of smoke detection if required. We will also maintain fire alarm systems and firefighting equipment supplied by Fareham Housing.
 - Conduct fire risk assessments of our communal and shared areas.
 - Inspect asbestos containing materials and maintain an asbestos register for common areas.
 - Undertake a water management inspection (legionella) where applicable.

11. Appointments

- 11.1 When you report a repair, we will aim to make an appointment at a time that is mutually convenient so that you know when to expect someone to arrive. If, for any unforeseen reason, we are unable to keep an appointment, we will let you know as soon as possible and arrange an alternative time with you.
- 11.2 Unfortunately, there are a small number of repairs where we are unable to offer you an appointment, such as repairs that are weather dependent or that require a specialist contractor to do the work on our behalf.
- 11.3 In these circumstances, we will advise you of this at the time you report a repair and give you a timescale for completion. If the work is being carried out by a specialist contractor, we will let you know the name of the company that will contact you.
- 11.4 Our appointment system is based on offering you one of the following time slots:
- All day appointment (Monday to Friday, 08:00 – 16:00)
 - Morning appointment (Monday to Friday, 08:00 – 13:00)
 - Afternoon appointment (Monday to Friday, 12:00 – 16:00)
 - Outside school run appointment (Monday to Friday, 09:30 – 14:45)

⁹ See [Planned maintenance \(fareham.gov.uk\)](http://fareham.gov.uk)

¹⁰ See [Cyclical maintenance \(fareham.gov.uk\)](http://fareham.gov.uk)

11.5 If you are unable to keep an appointment, please let us as soon as possible, and at least a minimum of 2 hours advance notice, wherever possible. This enables us to plan and provide a more efficient service to all our customers.

12. Voids

12.1 When a property becomes void, we aim to inspect, carry out necessary repairs and make the property fit to re let as quickly as possible. Properties will be made safe, secure clean, free of damp and mould and in sound condition before they are relet.

12.2 All properties will have a gas and electrical safety check before any new tenant moves in and an EPC will be commissioned, where required.

12.3 We will also carry out work to reduce the levels of damp and mould by installing a number of proactive insulation enhancements to the property in order to improve ventilation.

12.4 All tenants must give four weeks written notice of their intention to leave the property, at which point an inspection will be arranged with a property surveyor and/or your Neighbourhood Officer.

12.5 You will be informed at this inspection of any repairs that need to be carried out before you move, and you will be charged for anything you do not complete.

12.6 You must remove all your belongings, including from any outbuildings, and remove any rubbish from the property. You may be charged for anything you do not dispose of.

12.7 Tenants should refer to their tenancy agreement or our website¹¹ for full details of how to end a tenancy and your obligations when you do so.

13. Tenant Alterations/Improvements

13.1 Under the terms of the Housing Act 1985, a secure tenant is prohibited from making any improvement without the express consent of the landlord, although this will not be unreasonably withheld. Improvement means:

- Any addition to or alteration in the landlord's fixtures and fittings,
- Any addition or alteration connected with the provision of services to the dwelling,
- The erection of a wireless or television ariel (or satellite dish)
- The carrying out of external decorations.

13.2 If you are a Fareham Housing tenant or a leaseholder and want to make alterations to your property, including but not limited to, the installation of a

¹¹ See [Termination of a Tenancy \(fareham.gov.uk\)](https://www.fareham.gov.uk)

satellite dish, an over-bath shower or laminate or wood-block flooring, then you must have our permission first.

- 13.3 Tenants and leaseholders do not require permission to carry out minor works within the home such as putting up shelves or replacing carpets, but consent is required where the works amount to a major alteration/improvement, or the proposed works include gas or electric works.
- 13.4 Written agreement can be obtained by completing the Tenant Alterations Request form, which can be found on our website¹² or by contacting your Neighbourhood Officer.

Once Fareham Housing receive a request for permission to carry out alterations, when considering whether to give consent or consent with conditions, it will consider each case on its merits but will take account of matters such as the following:

- Will it make the property less safe
- The works will cause Fareham Housing to incur expenditure, which it would be unlikely to have to incur where it not for the alterations,
- It would reduce the price of the property if sold

Where we grant consent, conditional consent or refuse the application for the alteration, we will do so in writing.

- 13.5 Tenants and leaseholders should refer to their individual agreements for full details of their obligations, as you may be charged for the cost of reinstating the property to its' original condition, if the tenant/leaseholder carries out works without consent.
- 13.6 If you are in any doubt as to whether the works you wish to carry out require permission, you should speak to your neighbourhood Officer.
- 13.7 Even in cases where you do have our permission to carry out alterations, you may still have to remove these at the end of your tenancy with us, unless the incoming tenant agrees to take on responsibility for them.
- 13.8 This also applies to gardens. In addition to being left in a clean and tidy condition, with all rubbish removed, all vegetation / any planting that has taken place during the tenancy has to be trimmed back to a manageable level and property boundaries established correctly. Any ponds established will need to be removed and the excavation backfilled.
- 13.9 All fences, hardstanding's, patios and paving may be able to remain if they are in a safe and maintainable condition. It must be free from trip hazards and not compromising surface water drainage or the property's damp proof course.

¹² See [Tenant Alterations Request Form \(fareham.gov.uk\)](http://fareham.gov.uk)

13.10 If there is any doubt as to your obligations or responsibilities, you should discuss this with your Neighbourhood Officer before carrying out any alterations or improvements. An alterations policy will be forthcoming, and a link will be added here once the policy is ready for publication for further detail.

14. Adaptions for tenants with disabilities

14.1 Fareham Housing is committed to providing accessible homes to our tenants who have a disability. Tenants will need to contact Hampshire County Council's Occupational Health Team¹³, who will carry out an assessment before any further decision is made.

14.2 Tenants can also contact the Responsive Repairs¹⁴ team for some minor adaptions, such as grab or stair rails, shower seats or lever taps etc., who will follow advice from an Occupational Therapist, as required.

14.3 Fareham Housing aims to complete any minor adaptations within three months of receiving the referral from the Occupational Therapist. We aim to complete major repairs within six months of receiving the referral, although complex adaptions, such as extensions, will take longer and will include the time taken to obtain any planning permission required.

14.4 Before implementing adaptions, the long-term suitability of the property in relation to the needs of the tenant will be considered, especially where a series of adaptions have already been made.

14.5 Major works will only be carried out where they have been identified as necessary, appropriate, reasonable and practical under the circumstances, and will meet the long-term needs of the tenant.

14.6 Each case will be judged on its merits, and full details of all the considerations can be found in Fareham Housing's Social and Affordable Housing Adaption policy¹⁵.

15. Assistance with garden maintenance

15.1 Fareham Housing runs a scheme for tenants who, due to age and / or disability, may struggle to maintain their garden. Tenants can apply for assistance through an online application form¹⁶.

15.2 Tenants who are over the age of 75 years or have evidence of a disability and who have no family that can carry out the work for them, are eligible to have

¹³ Contact: adult.services@hants.gov.uk

¹⁴ See [Report a repair \(fareham.gov.uk\)](http://fareham.gov.uk)

¹⁵ See [the Housing Policies webpage](#) for the Fareham Borough Council Social and Affordable Housing Adaptation Policy

¹⁶ See [Assistance with Garden Maintenance \(fareham.gov.uk\)](http://fareham.gov.uk)

their grass cut every month during the summer and autumn, and for their hedges to be trimmed twice yearly.

- 15.3 Tenants who are in rent arrears or breach of their other tenancy conditions will not be eligible for the scheme, unless there are exceptional circumstances which will be considered on a case by case basis.

16. Assistance with internal decorations

- 16.1 Fareham Housing runs a scheme for tenants who, due to age and / or disability, may struggle to maintain the decoration in their home. Tenants can apply for assistance through an online application form¹⁷.

- 16.2 Tenants who are disabled or who cannot maintain the décor in their property due to old age are eligible to have one room decorated every two years if they do not under-occupy their accommodation, or every five years if they live in a family size accommodation.

- 16.3 Tenants over the age of 75, regardless of their financial situation, are eligible for assistance if they do not have a friend or relative who would be willing or able to carry out the work out for them.

- 16.4 Tenants between the ages of 60 and 74 are eligible for assistance under the scheme so long as they are unable to do the work themselves (subject to assessment) and who do not have a friend or relative that is willing or able to carry out the work for them.

- 16.5 Tenants under this age who are disabled but not in receipt of housing benefit or the housing element of Universal Credit are still eligible for assistance if they are in receipt of a disability benefit / allowance and are unable to do the work themselves (subject to assessment), and they do not have a friend or relative that is able and willing to carry out the work for them.

- 16.6 Tenants who are in rent arrears or breach of their other tenancy conditions may not be eligible for the scheme, unless there are exceptional circumstances which will be considered on a case by case basis.

17. Defects

- 17.1 For newly built homes, the developer / builder is responsible for any defects that may occur within the first 12 months, which is known as the 12-month defect period. Tenants will be made aware of the start and end dates of this period when they move into a new home.

¹⁷ See [Assistance with Garden Maintenance \(fareham.gov.uk\)](http://fareham.gov.uk)

17.2 During this period, tenants should report any repairs as normal, and the Council will ensure that they are resolved with the developer / builder. Any defects that come to light must also be reported so that they may be investigated.

18. Code of Conduct

18.1 All Fareham Housing staff and contractors are, when visiting or carrying out repairs to your home, expected to adhere to the Code of Conduct¹⁸, which sets out the minimum standards expected.

18.2 When we, or our contractors, carry out any work in your home, we will:

- Be dressed in a Fareham Housing, Fareham Borough Council or contractor sign written uniform (unless the work is being carried out by a specialist contractor or agency staff).
- Introduce ourselves, carry identification cards and produce these whenever entering your home as requested.
- We will be polite, courteous and will always treat your home and possessions with respect. We will not smoke, play loud music, or use inappropriate language when in your home.
- We will not leave your door open on entering or leaving your home and will not use your telephone or toilet / bathroom without your permission.
- We will not leave tools or equipment in your home overnight (without your permission), we will provide dust sheets where necessary and we will leave your property clean and tidy when we have finished.
- We will complete the job as quickly as possible and with the minimum disturbance and provide contact details in case of emergencies outside normal working hours.

19. Monitoring and Review

19.1 Regular monitoring of the Repairs and Maintenance policy will be undertaken by the Housing Strategy and Systems Team, under advisement from the Repairs team, to ensure that the policy is effectively delivering on the aims and objectives.

19.2 Performance will be measured against the key objectives of the Consumer Standards set by the RSH, which will be reviewed and updated when the recommendations of the Government's 'Consultation on timescales for repairs in the social rented sector' are confirmed¹⁹.

19.3 This policy is intended to be a working document and will be reviewed and updated as and when any new legislation and / or guidance is issued. Any significant changes to the policy or the service standards as a result will require

¹⁸ See [Code of Conduct \(fareham.gov.uk\)](http://fareham.gov.uk)

¹⁹ See [Awaab's Law: Consultation on timescales for repairs in the social rented sector - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

a full, formal review process and the appropriate consultation with tenants impacted.

20. General Data Protection Regulations (GDPR)

- 20.1 All personal information relating to tenants will be dealt with confidentially and in accordance with the 2018 Data Protection Act, the European Union General Data Protection Regulations and the Council's Privacy policy²⁰. Tenants also sign a privacy statement when taking on a tenancy and data recorded as part of this policy will be held and used in line with their tenancy agreement.

22. Complaints

- 22.1 Fareham Borough Council's Complaints policy can be found on our [website](#)²¹. Complaints may be made online, by email, or in writing:

Complaints Administration

Fareham Borough Council
Civic Offices
Civic Way
Fareham
PO16 7AZ

Email: complaints@fareham.gov.uk

Exceptional Circumstances

- 23 The Council will use its discretion to make decisions on an individual basis in exceptional circumstances on a case-by-case basis if an issue arises that is outside of this policy but requires the Council to respond to a repair issue.

24 Appendices

A – 'Repairs Frequently Asked Questions'

²⁰ See [Privacy Statement \(fareham.gov.uk\)](#)

²¹ See [Complaints \(fareham.gov.uk\)](#)

Appendix A

When deciding on what action to take, the Community Safety Team will ensure that any action, particularly when considering legal action, is both reasonable and proportionate, taking into account all the facts of the case and having due regard to the council's duties and powers and its public sector equality duty. There will often be difficult decisions for the Council to make and, at times, this may mean that the action we take is not considered adequate by the victim/witness. However, officers will explain the reasons why decisions have been made in all circumstances. The team will take into consideration views of those involved in the case. It will however be the Council's decision regarding what action is or is not taken.

Categories of Anti-Social Behaviour

Whilst the term Anti-Social Behaviour covers a broad range of issues, the Community Safety Team focuses on the most serious types of anti-social behaviour. Fareham Borough Council believes that everyone has a right to enjoy their homes and are entitled to go about their daily lives without having concerns that complaints will be made against them. It is important that individuals show tolerance and be respectful of differing lifestyles and circumstances.

Anti-Social Behaviour issues the Community Safety Team will investigate:

- Noise – with colleagues from Environmental Health who can also be contacted out of hours.
- Threatening behaviour
- Drug related issues (which cause significant ASB)
- Problematic visitors (those of Fareham Borough Council Housing tenants)
- Hate crime – can be motivated by prejudice on the basis of ethnicity, religion, sexual orientation, or similar grounds.
- Serious Violence¹
- Domestic abuse to include violence against women and girls.
- Verbal abuse
- Vehicle Nuisance (vehicles being driven/ridden in an anti-social manner)

¹ The Home Office Serious Violence Strategy defines serious violence as specific types of crime such as homicide, knife crime, and gun crime and areas of criminality where serious violence or its threat is inherent, such as in gangs and county lines drug dealing. The Serious Violence Duty was introduced in the Police Crime, Sentencing and Courts Act 2022 and puts a duty on specified authorities to build a public health approach to understanding the drivers and impacts of serious violence, with a focus on prevention and early intervention.

