

THE JMB 'SECONDARY REPAIRS' POLICY

- how we deal with damage and disrepair to a residents home caused by factors outside their property

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The JMB's approach to secondary repairs

1. Introduction

This policy sets out the JMB's response to secondary repair issues.

Secondary repairs are damage and disrepair caused to a resident's home by factors **outside** their property – for example damaged cause by a water leak from a roof or from another property.

As a matter of policy, The JMB will only carry out those repairs for which it has an explicit responsibility. This principally includes:

- Those repairs required to a secure tenant's home under the terms of the tenancy agreement
- Repairs caused if the JMB fails to appropriately maintain common areas (such as roof areas or water tanks)

The JMB will **not** carry out secondary repairs for which it is not responsible.

The only way for residents to ensure that they do not lose out as a consequence of damage that is not their fault is to ensure that they have appropriate insurance. The JMB office can advise on appropriate insurance

NOTE: The insurance that leaseholders are required to get as part of the terms of their lease **does not** cover these risks and additional insurance is required.

2. Principles behind this policy

The basic principles behind the JMB's secondary repair policy are:

- The JMB will deal promptly to identify and tackle repair issues that it is responsible for
- That the JMB is not responsible for all repairs to a residents home
- If damage occurs to a resident's home that is not their fault that this does not mean that the JMB has a responsibility to repair that damage
- Appropriate insurance is the best protection against damage to a resident's home and their possessions. All residents are encouraged to take out suitable insurance
- If the JMB is notified of secondary damage, the JMB will carry out an assessment of the damage including the gathering of suitable evidence (such

as photographs). The JMB will confirm to the resident in writing the action it will take in each particular circumstance

3. Secondary repairs - the JMB's responsibility

The JMB are responsible for secondary repairs if damage occurs because:

- The damage was caused by a problem that the JMB should have known about and dealt with.
- A JMB staff member did not take reasonable care when carrying out a repair
- The first contact/ completion of the repair did not happen within the time specified in the tenancy agreement.

The JMB repairs team will help in the following ways:

- Undertake all remedial repairs required for secure tenants by the tenancy agreement or relevant legislation.

Note: This only includes making good a property up to the standard required by the tenancy agreement. It does not include replacing any alterations the resident themselves has made to their property, such as installing laminate flooring or the resident's own lighting fittings.

- Refer any claim for damage to the resident's property & improvements to the JMB's insurers.

Note: Liability for any claim can only be accepted by the JMB's insurers. JMB staff members or directors cannot and should not attempt to decide insurance liability in advance of consideration by the JMB's insurer- because this may invalidate the JMB's insurance cover.

If a resident's notifies the JMB that there has been secondary damage to their property the JMB will:

- Determine the underlying cause of the damage to the resident's home. This will include gathering appropriate evidence from the resident's property and other locations (as appropriate). This may include measurements, technical assessments or photographs, as appropriate
- The JMB will notify the resident in writing of the conclusion of its investigations and what action the JMB intends to take

DECORATIONS

If a resident's decorations have been affected the JMB may:

- a) Decide to award a decorations allowance (Any money owed to the JMB will be deducted from this allowance).
- b) Redecorated the affected area only. The ageing of decorations means this is unlikely to be a perfect match.
- c) If the JMB investigation finds the decorative condition prior to the incident was poor or the damage is inconsequential - ie that no loss has been endured by the resident – then the JMB will take no action over the damage.

In all cases, the resident will be notified in writing of the JMB's decision.

Note: Decisions on decorations can only be made once the underlying cause of the damage has been fully rectified. For example, decisions on decoration following water damage will be taken once the problem that caused the water damage has been resolved and the area is fully dried out.

Particular causes of damage – what the JMB will do

4. Damage caused by JMB contractors

If a resident notified the JMB that they have suffered damage or loss as the result of negligence by a contractor employed by the JMB, the JMB repairs team will:

- Alert the contractor about the claim.
- Establish the facts of the situation and make an assessment of the resident's claim
- Alert the JMB's insurer
(Note: under particular circumstances the JMB insurance may cover the damage caused by the behaviour of its contractors)

If the resident's claim is ruled by the JMB to be reasonable the JMB can either:

- a) Ask the contractor to put right the damage.
The JMB will write to the contractor proposing the remedy we believe to be reasonable and give the contractor 20 days to respond.
- b) Take action against the contractor by enforcing penalty clauses in the contract.

If the JMB believes the resident's claim is unreasonable we will inform the resident of this decision in writing and of our decision not to take further action to remedy the problem identified in the claim.

5. Wear and tear – building structure

If a resident's home is damaged due to an unforeseen event affecting part of the structure of the building that the JMB is responsible for maintaining (such as a roof leak or pipe burst) the JMB repairs team will:

- Establish the facts of the situation and make an assessment of the extent of any damage caused.
- Undertake all remedial repairs required for secure tenants by the tenancy agreement or public health legislation.
(Note: This will not include decoration and improvements undertaken by the resident)
- Provide the resident with confirmation of the incident so that they can approach their insurer.
- Rule on whether a decorations allowance would be appropriate (see Section 3, above)
- Notify the resident in writing what action, if any, the JMB proposes to take

6. If a tenant damages a leaseholder's property

If a leaseholder reports secondary damage to a property that are found to be caused by a tenant, The JMB repairs team will:

- Confirm to the tenant in writing the JMB's understanding of the cause of the problem and the action that the tenant should take to deal with the problem.
- Provide the resident with confirmation of the incident so that they can approach their insurer.
- Notify the JMB Finance team of costs incurred and an invoice will be raised for costs incurred by the JMB
- Rule on whether a decorations allowance would be appropriate (*see Section 3, above*)
- Notify the resident in writing what action, if any, the JMB proposes to take

The leaseholder may want to contact Southwark's Home Ownership Unit for advice

7. If a leaseholder negligently damages a tenant's property

If a tenant reports secondary damage to the JMB that are believed to have been caused by a leaseholder, the JMB repairs team will:

- Confirm in writing to the leaseholder what the JMB believe has caused the problem and the action the JMB believes that they should take to deal with the problem.
- Undertake all remedial repairs required in the tenancy agreement and relevant legislation.
(Note: This will not include making good damage to decoration and improvements, such as laminate floors or light fittings, that have been undertaken by the resident)
- Repairs will notify the Finance Officer of the charges incurred by the JMB, including the decoration allowance. The Finance Officer will issue an invoice.
- Provide the resident with confirmation of the incident so that they can approach their insurer.
- Refer the case to Southwark Council's Home Ownership Unit to consider options to recover the cost of damage from the leaseholder.
- Rule on whether a decorations allowance would be appropriate (*see Section 3, above*)

Note: The JMB cannot provide contact details for the leaseholder directly to the tenant, but we will do whatever we can to forward correspondence on to the leaseholder.

8. If wear & tear in leaseholder's property causes damage to another property

If the JMB identifies that secondary damage has been caused by wear and tear in the leaseholder's property (ie from an area which the leaseholder has a duty to maintain), The JMB will:

- Confirm in writing to both the property affected and to the leaseholder what we believe has caused the problem
- Confirm to the leaseholder what action we believe they should take to deal with the problem.
- If the damage has occurred to a secure tenant's property, the JMB will undertake all remedial repairs required in the tenancy agreement and relevant legislation.
(Note: This will not include making good damage to decoration and improvements, such as laminate floors or light fittings, that have been undertaken by the resident)
- Rule on whether a decorations allowance would be appropriate (see Section 3, above)

9. If a tenant negligently damages another tenant's property

If the JMB find that a secondary damage has been caused by a tenant negligently damaging another tenant's property, the JMB will:

- Confirm in writing to the tenant found to have caused the damage what we believe has caused the problem and the action that we believe they should take to deal with the problem.
- Undertake all remedial repairs required in the tenancy agreement and relevant legislation
(Note: This will not include making good damage to decoration and improvements, such as laminate floors or light fittings, that have been undertaken by the resident)
- Notify the Finance Officer of the costs incurred by the JMB. The Finance Officer will issue an invoice to the tenant responsible.
- Provide the resident affected by secondary damage with confirmation of the incident so that they can approach their insurer.
- Rule on whether a decorations allowance would be appropriate (see Section 3, above)

Additional actions required for persistent or urgent problems

10. If persistent unreasonable behaviour by resident causing damage

If the JMB finds that secondary damaged has been caused by persistent unreasonable behaviour by another resident, The JMB will:

- Confirm in writing to the resident found to have caused the damage what they believe to be the unreasonable action and the damage caused.
- Visit the resident found to have caused the damage and confirm the outcome in writing.
- If unreasonable behaviour persists the JMB will use the legal powers available to it to get the behaviour to stop.

11. If 'make safe' work is required and the resident is not at home

If urgent work is required to make a property or building safe and the JMB is not able to contact the resident and obtain access, the JMB will:

- Force entry. A repair operative and repair admin/ customer services will be in attendance. Minimal make safe works will be done.
- Ensure the property will be left secure.
- Attempt to make appropriate arrangements for the resident to gain access to their property.

12. If a leaseholder is causing substantial and continuing damage to neighbouring property

If a leaseholder continues to cause substantial and continuing damage to neighbouring property, the JMB will:

- Attempt to contact the leaseholder formally in writing as per the JMB's normal procedures
- If the JMB is not able to contact the leaseholder then it will arrange for a forced entry to the property
- If a forced entry takes place there will be at least two JMB staff present. This will usually include a Repair operative and a customer services or repairs officer.
- Consult the JMB 'aware list' and arrange police attendance if required.
- Notify the Finance Officer of the costs incurred, so that an invoice can be raised.

13. If a leaseholder is causing minor, but continuing damage to neighbouring property

If a leaseholder causes minor, but continuing damage to neighbouring property the JMB will:

- Attempt to contact the leaseholder in writing
- If this fails, the JMB will seek a court order, giving the JMB rights of access.
- Will notify the Finance Officer of the costs incurred, so that an invoice can be raised.

14. If a tenant is causing substantial and continuing damage to neighbouring property

If a tenant continues to cause substantial and continuing damage to neighbouring property, the JMB will:

- Attempt to contact the tenant by writing to them at the property on two occasions.
- If the JMB is not able arrange entry with the tenant, then it will carry out a forced entry to the property
- If a forced entry takes place there will be at least two JMB staff present. This will usually include a Repair operative and a customer services or repairs officer.
- Consult the JMB 'aware list' and arrange police attendance if required.
- Notify the Finance Officer of the costs incurred, so that an invoice can be raised.

15. If a tenant is causing minor, but continuing damage to the flat below

If a tenant causes minor, but continuing damage to neighbouring property the JMB will:

- Attempt to contact the tenant by writing to them at the property on two occasions.
- If this fails the JMB will seek a court order, giving the JMB rights of access.
- Notify the Finance Officer of the costs incurred, so that an invoice can be raised.

Causes of damage within a property

16. Dampness (both leaseholders & tenant)

The JMB is responsible for ensuring that the structure of its buildings do not allow water to penetrate from the exterior (see Section 5 'Wear and Tear' above).

If the JMB identifies that water penetration has caused damage to a property. The JMB's will:

- Undertake the necessary works to stop the water penetration.
- Offer a decoration allowance if the remedial works damages the resident's decorations
- Clean off any mould growth (*if present*) if it would be injurious to the health of the tenant to do it themselves.

17. Condensation (tenant only)

Condensation leading to the discolouration of decoration/ mould growth is caused by excessive moisture and insufficient ventilation and/ or heating. Most frequently this is caused by the behaviour of the resident such as through careless bathing, drying clothes, or blocking up ventilation. However, other factors such as cold external walls or ceilings or overcrowding may make the problem more likely.

If a tenant reports problems with condensation, the JMB repair team will:

- Offer general condensation advice.
- Investigate the specific circumstances of that property and write to the tenant confirming the JMB's analysis of the cause.
- Undertake works if structural factors are a contributory factor. (Note: The tenant may be eligible for a decoration allowance if the structural works affects their decorations)
- Clear mould (if present) if it would be injurious to the health of tenant to do this themselves.

*Note: If a leaseholder has a problem with condensation, then they will need to take action to remedy this themselves. The JMB has no responsibility to address condensation problems in leasehold property. However if the leaseholder is proposing work to the property they **must** seek permission from the JMB before starting work.*

18. If a tenant causes damage to their own property

If a tenant deliberately cause damage to their property or causes damage through misuse. The JMB's will:

- Write to the tenant telling them that in the JMB's opinion the tenant is responsible for the damage.

- Give reasonable consideration to representations made by the tenant
- Complete health and safety repairs only.
- Notify the Finance Officer of the costs incurred, so that an invoice can be raised.
- Take housing management action with the tenant if the repair issues highlight issues of anti-social behaviour or vulnerability.