

# Winchester City Council (WCC)

## Term Brief

## Repairs and Voids

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## **1** **Generally**

- 1.1.1 This Contract is for the delivery of responsive maintenance and void property works to WCC's housing stock.
- 1.1.2 This Term Brief contains information about the delivery of these workstreams and must be read in conjunction with all other Contract documentation.

## 2 Repairs

### 2.1 Awaab's Law

- 2.1.1 Awaab's Law is a new legal framework that introduces enforceable time limits for social landlords to investigate and remedy serious hazards in residents' homes. The law follows the tragic death of Awaab Ishak in 2020, which was caused by prolonged exposure to mould. The aim of the legislation is to ensure that residents are protected from unsafe living conditions and ensuring that landlords act quickly when risks to health and safety are identified.
- 2.1.2 The first phase is due to come into effect on 27 October 2025, applying to damp, mould and emergency hazards only. Phase two and phase three (respectively expected in 2026 and 2027) will include a widening of the legislation to include other hazards listed under the Housing Health and Safety Rating System (HHSRS), excluding overcrowding.
- 2.1.3 Hazards are defined as those that pose a significant risk to the health or safety of the residents living within the dwelling, recognising that there may be instances where a particular resident is at greater risk from hazardous conditions due to vulnerabilities or illness.
- 2.1.4 WCC will work with the Provider to build a triage system to determine the relevant works order priority, which will determine the timescale required for attendance by the contractor and identify if works are deemed an emergency hazard or significant hazard.
- 2.1.5 The Provider will work with WCC to ensure the following timescales and requirements of the legislation are met:
- a) Investigate any potential **emergency hazards** and, if confirmed, undertake necessary safety works as soon as reasonably practicable, both within **24 hours** of being made aware of the issue
  - b) Investigate any potential **significant hazards** within **10 working days** of becoming aware of them.
  - c) Produce a written summary of investigation findings and provide it to WCC within 2 working days to allow WCC to update the resident within 3 working days of concluding the investigation, unless works are completed within the 3-day period.
  - d) Undertake relevant safety work within 5 working days of the investigation concluding, if the investigation identifies a significant hazard
  - e) Begin, or take steps to begin, any further required works within 5 working days of the investigation concluding, if a significant or emergency hazard has been identified. If steps cannot be taken to begin work in 5 working days this must be done as soon as possible, and work must be physically started within 12 weeks.
  - f) Satisfactorily complete works within a reasonable time frame.
  - g) Where appropriate WCC will provide suitable alternative accommodation for the household, if relevant safety work cannot be completed within specified timeframes.
  - h) The contractor is to keep WCC and the named tenant updated throughout the repair process.
  - i) In addition to the above the Contractor is required to report back to WCC any hazards identified, in the course of their duties and escalate any emergency hazards where residents would require alternative accommodation.

## 2.2 Priorities

2.2.1 WCC has the following work order priorities:

- a) Emergency – in day emergency works, attend within 2 hours and make safe within 24 hours.
- b) OOH – Out of Hours emergencies, attend and make safe within 2 hours.
- c) Routine – attend and complete works within 20 working days
- d) DM Routine - attend and complete works within 10 working days.

2.2.2 In light of Awaab's Law and the Social Housing (Regulations) Act 2023, it is envisaged that there will be additional priorities required in the future as more hazards come into effect in 2026/27. WCC will work with the Provider to agree these priorities during the contract term.

2.2.3 Providers should note that changes to priorities during the contract term do not give rise to additional payments or rate changes.

## 2.3 Emergencies

2.3.1 The Provider is to provide an emergency service 24 hours a day, 365 days a year, and is required to have sufficient resources in place to ensure delivery in the timescales set out above.

2.3.2 An emergency repair is deemed to be a repair that needs 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.

2.3.3 The intention of the emergency service is for the Provider to carry out any works deemed necessary to maintain the integrity and make the property safe. It will often be the case that follow on works are required to fully rectify the issue, and these are to be completed within the timescale described above.

## 2.4 Appointments

2.4.1 WCC and the Provider is to offer the following appointment slots to residents:

- a) AM appointments between the hours of 8am and 1pm
- b) PM appointments between the hours of 1pm to 6pm
- c) School run Appointments between the hours of 10am and 2pm on weekdays.
- d) Saturday appointments from 8.00am to 1.00pm.

2.4.2 The Provider should have the ability to surface a live diary with the above appointment slots. They should also have capacity to offer appointments within 3 working days of the work order being issued across all trades.

## 2.5 Right to Repair

2.5.1 WCC adheres to the right to repair scheme where specified repair types have differing response times as follows:

Repair type	Response time (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Heating or hot water not working between 31 October and 1 May	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (if there is only one toilet in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from a water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7

2.5.2 The Provider is required to abide by these timescales to prevent compensation being claimed by residents. Should any resident claim compensation under the scheme, and it is found to be the fault of the Provider, this cost will be recharged by WCC to the Provider.

## 2.6 Self-Authorisation

2.6.1 The Provider will have a self-authorisation limit of £250, in that works up to this value, can be completed without seeking prior authorisation from WCC. For the self-authorisation level to apply the works being carried out must be:

- a) In relation to an existing Order
- b) For works within the scope of the contract.
- c) For works which are the responsibility of WCC

2.6.2 Where the value of works exceeds the self-authorisation limit of £250, the Contractor will be required to submit a variation request via systems interface for approval by WCC.

2.6.3 If the Provider is onsite and has the materials and time to complete the works, they are to phone WCC from site to gain verbal approval and then follow up with the systems variation request.

2.6.4 The end-to-end process will be discussed further and finalised during mobilisation.

## 2.7 Rechargeable Works

- 2.7.1 Rechargeable works are those which are the responsibility of the resident to carry out, or where works result from deliberate damage or deliberate misuse by a resident or their guests.
- 2.7.2 It is anticipated that most rechargeable works be identified through the diagnosis process, however in some instances it may not be evident that works are rechargeable until the workforce arrives on site.
- 2.7.3 Prior to completion of any rechargeable works the Provider must get authorisation from WCC to proceed:
- a) Where works are identified as rechargeable at diagnosis, authorisation may be sought at that stage
  - b) Where works are identified as rechargeable on site, the Provider will:
    - i) Stop work and contact WCC to get authorisation
    - ii) If no contact can be made with WCC for authorisation, and the works are deemed to be a risk to health, safety or the integrity of the property, the Provider is to complete the minimum work required to mitigate this risk
  - c) The authorisation process will require the Provider to provide an estimated cost for completion of the works.
- 2.7.4 Throughout the works sufficient evidence must be collected by the Provider to enable WCC to proceed through a small claims court if necessary.

## 3 Voids

### 3.1 Priorities

3.1.1 Void works will have the following priorities:

- a) Minor – to be completed in 8 working days, (may include 1 component replacement)
- b) Major – to be completed within 20 working days, requires extensive works and may include component replacement as per the ITT - Annex 01 - Specification - A - Term Brief - 02 Repairs and Voids - Lettable Standard

### 3.2 Process

#### Notification

3.2.1 The WCC Lettings Officer (LO) will notify the provider by email of the property termination date and the date that the property will be vacant.

#### Pre-Voids Works

- 3.2.2 Following receipt of the notice of termination, a termination visit is conducted by a WCC LO and the Provider.
- 3.2.3 The Provider will be required to attend and install a Key safe adjacent to the front door of the property and confirm the Key safe code to the WCC Officer.
- 3.2.4 The Provider will visit the property once vacant and produce a specification of works in line with the ITT - Annex 01 - Specification - A - Term Brief - 02 Repairs and Voids - Lettable Standard and the Price Framework.
- 3.2.5 The Provider will email a schedule of works and advise the WCC surveyor of the respective works priority and anticipated completion date.
- 3.2.6 The Provider will record the full condition of the property including relevant external areas by taking photos and a video of the entire property along with meter readings. The photos and video are to be time and date stamped.
- 3.2.7 WCC will raise a works order on their system for the relevant priority and basket rate and will email confirmation to the Provider.
- 3.2.8 Where a major priority void is raised the Provider is to create a costed schedule of works and issue by email to the WCC Surveyor for approval prior to commencing works.
- 3.2.9 The WCC Surveyor will approve or amend the schedule and confirm by email to the Provider if the capital components are to be replaced and advise the assets team. Once approved a work order will be raised in accordance with the agreed schedule.
- 3.2.10 Any void that exceeds £50,000 will be referred for consideration within WCC's senior management structure.

### Voids Works

- 3.2.11 The Provider will be responsible for clearing debt on meters and to ensure there is sufficient credit to undertake works.
- 3.2.12 Prior to undertaking works the Provider will create a schedule of rechargeable works and email it to WCC where relevant, see paragraph 3.5 for further requirements.
- 3.2.13 The Provider will arrange for all relevant works to be completed as per the schedule agreed and in accordance with the lettable standard.
- 3.2.14 The provider will be required to complete a full clean of the property and undertake their own snagging prior to handover.
- 3.2.15 The Provider will be responsible for co-ordinating the delivery of all statutory works as per paragraph 3.3, within the time frame of the void and collate all required certification ready for handover.
- 3.2.16 All gas components within the void must be capped for the duration of works.

### Completion and Sign Off

- 3.2.17 On completion of the works the Provider will meet with the WCC Surveyor onsite, to conduct a full inspection of the property and sign off.
- 3.2.18 WCC's surveyor will validate the schedule of works against all works completed, to ensure they have been completed to the required standard and quantities are correct.
- 3.2.19 The Provider and WCC will complete and sign off the Safe to Let certificate (ITT - Annex 01 - Specification - A - Term Brief - 02 Repairs and Voids - Safe to Let Certificate), to be provided in handover pack.
- 3.2.20 The Provider will provide copies of the LGSR and EICR to be left in the property for the resident.
- 3.2.21 WCC's surveyor will take photos of all areas of the property both internally and externally for record keeping and email copies of the LGSR and EICR to the Compliance team.
- 3.2.22 Once handover has been successfully completed the Provider will complete the work order on the system and apply for payment.

## **3.3 Statutory Works**

- 3.3.1 The Provider will be responsible for managing the end-to-end void process. This will include working with WCC's nominated contractors to coordinate and deliver the following statutory works as part of the void process.
  - a) LGSR - undertake the landlord's gas safety check and provide the LGSR along with minor repairs where necessary.
  - b) EICR- undertake an electrical test to be undertaken as per current regulations. Complete any category 1 and 2 items and issue a satisfactory certificate for occupation.
  - c) Fire Safety - undertake a visual fire risk assessment and ensure the property meets all current Fire Safety regulations regarding doors, smoke alarms, ventilation, letter boxes, compartmentalisation etc

- d) Legionella/water Hygiene - Legionella Risk Assessment Evaluation to be carried out where required, shower heads will be changed
- e) EPC – undertake EPC where required.

### **3.4 Self-Authorisation**

- 3.4.1 The Provider will have a self-authorisation limit of £500, in that works up to this value, can be completed without seeking prior authorisation from WCC.
- 3.4.2 Where the value of works exceeds the self-authorisation limit of £500, the Contractor will be required to submit a variation request via systems interface for approval by WCC surveyor.

### **3.5 Rechargeable Works**

- 3.5.1 Rechargeable works are those which are the responsibility of the outgoing resident to carry out, or where works have resulted from deliberate damage or deliberate misuse by a resident or their guests.
- 3.5.2 It is anticipated that the majority of rechargeable works be identified through the pre-void process, however in some instances it may not be evident that rechargeable works are required until the workforce arrives on site.
- 3.5.3 Prior to completion of any rechargeable works the Provider must get authorisation from WCC to proceed:
  - a) Where works are identified as rechargeable pre-void, authorisation may be sought at that stage
  - b) Where works are identified as rechargeable on site, the Provider will:
    - i) Stop work and contact WCC to get authorisation
    - ii) If no contact can be made with WCC for authorisation, and the works are deemed to be a risk to health, safety or the integrity of the property, the Provider is to complete the minimum work required to mitigate this risk
  - c) The authorisation process will require the Provider to provide an estimated cost for completion of the works.
- 3.5.4 The Provider will be required to create a schedule of rechargeable works and email the report to WCC. A template report will be discussed and agreed at Mobilisation
- 3.5.5 Throughout the works sufficient evidence must be collected by the Provider to enable WCC to proceed through a small claims court if necessary.

### **3.6 Handover Pack**

- 3.6.1 The Provider will work with WCC to develop a handover pack for incoming residents. This will entail providing all certification or manuals pertaining to the tenancy ready for occupation. This may include LGSR, EICR, Asbestos information, location of stop cock etc.

### **3.7 Mutual Exchanges**

- 3.7.1 Where a mutual exchange is required the Provider is required to carry out:

- a) A gas safety check
- b) An electrical safety check
- c) A lock change on all entrance doors.