



RECHARGEABLE REPAIRS POLICY

1 INTRODUCTION

1.1 This policy describes the activities and responsibilities involved in carrying out repairs in circumstances where:

- The repair is the responsibility of the tenant.
- The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property.
- The repair is required when moving out of a house to bring it up to an acceptable standard.

2 STATEMENT OF INTENT

2.1 The Rechargeable Repairs policy will assist Erimus Housing to meet its Strategic Plan and Annual Plan, aims and priorities. In particular, it will assist Erimus Housing to provide well maintained houses for its tenants. The Rechargeable Repairs policy will contribute to the achievement of “Best Value” in the use of its resources.

2.2 Section 3.2 paragraph (iii) of the Erimus Housing Transferring Assured Tenancy (TAT) Agreement or Section 4.2 paragraph (iii) of the Erimus Housing New Assured Tenancy (NAT) Agreement states, “The reasonable cost of repairing or replacing damaged items resulting from neglect or carelessness by you, members of your household or visitors may be recovered from you as a breach of this tenancy agreement”.

2.3 Section 6.6 paragraph (iii) of the Erimus Housing TAT Agreement or Section 7.7 paragraph (iii) of the Erimus Housing NAT Agreement states, “You must not damage, deface or put graffiti on your home or any part of our property. You will have to pay the reasonable costs for any repair or replacement arising from any damage caused to your home or any other property by your family, visitors, including children or lodgers. These costs may be charged in addition to rent”.

2.4 Section 6.10 paragraph (iii) of the Erimus Housing TAT Agreement or Section 7.11 paragraph (iii) of the Erimus Housing NAT Agreement states, “You must pay the total reasonable cost of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children. You have a duty to take reasonable care of your home and any shared areas internally and externally. Reasonable charges for repairs done as a result of carelessness, neglect or wilful act will be made both during the tenancy and once the tenancy has ended”.

- 2.5 Section 6.10 paragraph (iv) of the Erimus Housing TAT Agreement or Section 7.11 paragraph (iv) of the Erimus Housing NAT Agreement states, “You must pay the reasonable costs for repair or replacement if damage is caused deliberately or by your own neglect. These charges will also apply if you have left your home”.
- 2.6 Section 6.15 paragraph (iii) of the Erimus Housing TAT Agreement or Section 7.16 Paragraph (iii) of the Erimus Housing NAT Agreement states, “If your garden is overgrown (and there is no good reason why you cannot do the work yourself) we may clear it and recharge the reasonable costs in doing so”.

3 POLICY STATEMENT

3.1 The overall aim of the Rechargeable Repairs policy is to contribute to the efficient and effective maintenance of Erimus Housing’s housing stock and to ensure that expenditure is managed effectively.

3.2 The specific objectives of the Rechargeable Repair policy are:

- To give clear guidance on the circumstances which will be recharged.
- To give clear guidance on the circumstances where discretion will be exercised.
- To outline the process of recharging for repairs.
- To outline the basis for calculating the recharge.
- To inform tenants of payment arrangements.
- To inform tenants of the action Erimus Housing will take if payment is not made.
- To monitor the performance of rechargeable repairs in order to seek continuous improvement.

3.3 The principles underlining the Rechargeable Repair policy are:

- That Erimus Housing is committed to delivering a repair service that is fair, equitable and transparent.
- That Erimus Housing is committed to ensuring that existing housing is maintained and preserved to acceptable standards (the minimum “void” standard).
- The policy should be supported by detailed procedures and agreed practices applied uniformly across the Company.
- Training for staff must be provided to ensure that staff are equipped to carry out the roles expected of them.
- Communication with tenants and service users should be in “plain language” and it should be made clear in all circumstances who the officer to contact is in the case of queries.

3.4 CIRCUMSTANCES FOR RECHARGING

3.4.1 Generally, Erimus Housing is responsible for repairing and maintaining the structure of the property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign the Tenancy Agreement and these responsibilities are also outlined in the Tenants Handbook. All tenants will, except in certain circumstances, be recharged for repairs that are their responsibility.

3.4.2 Tenants will be recharged for Erimus Housing repairing any damage caused wilfully, accidentally or negligently by tenants, anyone living with a tenant or an invited visitor to the tenant's home or repairing any damage arising from the actions of anyone living in or visiting the property. Examples of rechargeable repairs may include:

- Wilful damage - e.g. replace smashed door, lock changes for persistent abusers.
- Neglect - e.g. clear blocked sink, drain or bath.
- Misuse - e.g. replace toilet.
- Abuse - e.g. replace smashed glass.
- Unauthorised improvements/modifications which do not meet Erimus Housing's standards.

3.4.3 Tenants will be responsible for work, not due to fair wear and tear, that may be required when moving out of their home in order to bring it up to an acceptable standard for a new tenant as defined by the Void Minimum Standard.

3.5 DISCRETIONARY CIRCUMSTANCES

3.5.1 Each case must be assessed and discretion may be exercised, depending on the circumstances affecting the individual case. In considering when discretion should be exercised and a recharge waived in part or in full, account should be taken of:

- Age
- Health
- Disability
- Evidence of previous rechargeable repairs

3.5.2 Where the damage is the result of vandalism, provided that it has been reported to the police (and a crime reference number has been obtained) and reported to Erimus Housing as soon as it is discovered, a recharge will not be made.

3.5.3 Where someone causes damage in the course of a violent incident, towards the tenant or a member of the tenant's family, the incident has been reported to the police (and a crime reference number has been obtained, where appropriate) and reported to Erimus Housing, as soon as possible. A recharge may be made against the perpetrator of the incident.

3.6 RESPONSIVE REPAIRS

3.6.1 When a tenant reports a repair a member of the housing service will assess the repair and identify:

- The urgency of the repair - the type of repair will determine the timescale by which the repair must be completed.
- Responsibility of the repair - depending on the circumstances of the repair, either Erimus Housing or the tenant will be deemed responsible.

- Where information is incomplete or where a technical decision has to be made, the repair request will be passed to a technical officer to make the assessment.

3.6.2 In the case of emergency repairs *that are rechargeable*, due to the limited timescale involved, Erimus Housing will complete the repair and the tenant will be recharged.

3.6.3 Once it has been established that the repair is the responsibility of the tenant, it is considered good practice to advise the tenant of the cost of the repair as soon as possible. Charges for rechargeable repairs are based on current repair costs, including materials and labour from the agreed Erimus Building Services Schedule of Rates. However, in the case of emergency repairs, an additional fixed call out charge will be made. A list of charges will be made available for tenants indicating values and types of rechargeable repairs. This list will be reviewed annually. If the repair does not fall into the “emergency repair” category, the tenant will have the opportunity of completing the repair themselves within 28 working days. It should be explained to the tenant that on completion, the repair must meet the Erimus Minimum Standard.

3.6.4 When a rechargeable repair is inspected and it has not been completed, or if it does not meet the Erimus Minimum Standard, Erimus Housing will complete the repair and the tenant will be recharged.

3.7 VOID REPAIRS

3.7.1 When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any aspects of disrepair, which are deemed the responsibility of the tenant. The tenant will then have the opportunity to rectify any repairs for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge may then be raised for the cost of the works.

3.8 RECHARGE PAYMENTS

3.8.1 Erimus Housing (finance) will raise an invoice for payment as soon as possible after notification of the rechargeable repair is received. Erimus Housing recognises that in some circumstances, repayment of charges in full may cause excessive financial hardship for the tenant. With this in mind, Housing Services will recommend to the Finance Section a reasonable and affordable payment of the debt, by installment, based on their knowledge of the individual tenant’s financial circumstances. The Finance Section will, after consideration of the Housing Service’s recommendations, advise the tenant of the repayments to be made.

3.8.2 In the event that a tenant fails to settle an invoice or defaults on any agreed instalment arrangement, recovery will be sought in accordance with Erimus Housing’s Debt Management policy.

3.8.3 If the tenant becomes eligible for any additional payment from Erimus Housing, for example a disturbance allowance payment, this will be paid in the first instance against any monies outstanding such as Rent Arrears or Rechargeable Repair debt.

3.9 APPEALS PROCESS

3.9.1 Current and former tenants have right to appeal in writing, initially to the Area Housing Manager and thereafter using the Erimus Housing's Appeals & Complaints procedure.

3.10 MONITORING

3.10.1 In order to comply with its service commitments, it is important that Erimus Housing should monitor the effects of rechargeable repair procedures. Areas to be monitored are as follows:

- Number of rechargeable repairs carried out as a void repair.
- Number of rechargeable repairs carried out as a response repair.
- Cost of rechargeable repairs.
- Income received from rechargeable repairs/recovery rate.
- Numbers of disputes and outcomes.
- Monitoring of recharges by age, disability, ethnicity and gender etc.
- Monitoring of recovery rates as a percentage of outstanding recharge debt.

4 IMPLEMENTATION

4.1 Erimus Housing will delegate to the Chief Executive Officer responsibility for ensuring that this policy is communicated and implemented.

4.2 Erimus Housing will develop detailed procedures in line with this policy, to give further direction to officers regarding rechargeable repairs.

4.3 The Company will provide training for staff to ensure they fully understand the wider issues surrounding rechargeable repairs, Erimus Housing's approach and policy, the legislative framework and procedures. This includes training in equal opportunities in order that the Company's practices will be fair and transparent.

4.4 Erimus Housing officers will identify and action rechargeable repairs quickly and accurately, ensuring payments are raised and monitored.

4.5 Erimus Housing will endeavour to continually improve its processes in relation to rechargeable repairs.

5 PRIORITIES

5.1 The provision of a fair and equitable rechargeable repair policy compliments Erimus Housing's strategic priorities with regard to providing a first class housing service and operating a sound and successful business.

6 RESPONSIBILITIES

6.1 It is the responsibility of the Chief Executive and senior officers to ensure that:

- All staff are aware of Erimus Housing's policies;
- All staff are trained on the policies;
- Monitoring records are collected in accordance with Erimus Housing's policies and procedures;
- Customers are adequately informed of the policies;
- Appropriate action is taken against employees whose actions are inconsistent with this policy.

7 CONSULTATION

- 7.1 Erimus Housing will consult the Residents Panel, Area Housing Forums, and Resident's Associations, and other recognised residents groups, local voluntary and statutory agencies on a regular basis, in order to continually develop good practice in this policy area. The Company will also give due regard to Good Practice Guidance issued by the Housing Corporation, National Housing Federation and the Chartered Institute of Housing.
- 7.2 Staff groups involved in service delivery will also be consulted regularly to identify areas where services could be improved.
- 7.2 Erimus Housing will consult with tenants on its Rechargeable Repairs policy annually as stated in the Tenants Compact.

8 REVIEW

- 8.1 Erimus Housing will undertake a review of this policy whenever there are any relevant changes to legislation, case law or good practice that would impact on this policy.
- 8.2 In the absence of any such trigger for a review, the policy will be reviewed at yearly intervals or other such period as the Board may from time to time determine. The Chief Executive will be responsible for ensuring that reviews of this policy are carried out.
- 8.3 Procedures relating to this policy will also be periodically reviewed, taking into account any operational issues that arise.