

## **RECHARGEABLE REPAIRS**

### **1 POLICY STATEMENT**

1.1 The overall aim of the Rechargeable Repairs policy is to contribute to the efficient and effective maintenance of Erimus Housing (Erimus) and Tees Valley Housing (TVH)'s stock, and to ensure that expenditure is managed effectively.

1.2 The specific objectives of the Rechargeable Repair policy are:

- To give clear guidance on the circumstances when recharges will occur;
- 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/leaseholders of payment arrangements;
- To inform tenants/leaseholders of the action Erimus and TVH Housing will take if payment is not made;
- To monitor the performance of rechargeable repairs in order to seek continuous improvement.

1.3 Principles underlining the Rechargeable Repair policy are:

- That Erimus and TVH is committed to delivering a repair service that is fair, equitable and transparent;
- That Erimus and TVH is committed to ensuring that existing housing is maintained and fit for purpose in accordance with Erimus and TVH's Repairs Maintenance and Investment Policy;
- The Policy is supported by detailed procedures and agreed practices, applied uniformly across the organisation;
- Training for staff will be provided to ensure that staff are equipped to carry out the roles expected of them;
- Communication with tenants and service users will be in 'plain language', and it will be made clear in all circumstances who the contact officer is in case of queries.

1.4 The Rechargeable Repairs policy will assist Erimus and TVH to meet the aims and priorities within the Strategic Plan and Annual Plan. In particular, it will assist the Landlord to maintain houses to maximum capacity for its tenants/leaseholders. The Rechargeable Repairs policy will also contribute to the achievement of 'Best Value' in the use of its resources.

### **2 REFERENCE MATERIAL**

2.1 Erimus and TVH's Rechargeable Repairs Policy, October 2006.

### **3 DEFINITIONS**

- 3.1 A rechargeable repair occurs where the repair is normally the contractual responsibility of the landlord to carry out, but is caused either directly or indirectly as a result of neglect or action, by an individual or group of individuals who may or may not be tenants or leaseholders of Erimus Housing.

### **4 POLICY CONTENT**

- 4.1 The cost of making good the damage which cannot be considered to be due to fair wear and tear will be recharged to the tenant/leaseholder. Erimus and TVH consider this to be both appropriate and fair to all service users in order to ensure the expected life cycle of components is achieved, and does not compromise the current and future service provision provided by Erimus and TVH.

- 4.2 The Tenants'/Leaseholders' Handbook and Tenancy Agreement clearly identifies the responsibilities of the tenant/leaseholder.

- 4.3 A rechargeable repair will be identified in many different ways, including:

- When reported by the tenant/leaseholder;
- By maintenance staff, or the landlords agent, receiving or responding to the request, or when carrying out quality or repair inspections;
- By staff during void inspections;
- By an officer on a home visit;
- By a neighbour;
- Pre-transfer/mutual exchange or home visit;
- Two or more missed appointments e.g. gas servicing;
- Wilful abuse or misrepresentation of the seriousness of the repair, or misuse of the emergency call out service.

- 4.4 Circumstances for Recharging

- 4.4.1 Erimus and TVH are 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. Leaseholders should refer to specific terms within their lease and to their Leaseholders' Handbook. All tenants and leaseholders will be invoiced by Erimus or TVH for rechargeable repairs carried out.

- 4.4.2 Repairs carried out will be recharged as a result of Erimus and TVH repairing any damage caused wilfully, accidentally or negligently by tenants/leaseholders, anyone living with a tenant/leaseholder, or an invited visitor to the tenants'/leaseholders home. Examples of rechargeable repairs may include, but is not linked to:

- Wilful damage or abuse, e.g. replace damaged door, lock changes for persistent abusers;
- Neglect, e.g. clear blocked sink, drain or bath;
- Misuse, e.g. blocking ventilation;
- Criminal, e.g. damage caused as a result of being involved in criminal activity.

4.4.3 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 Minimum Void Standard.

4.4.4 Leaseholders will be recharged for the repairs outlined in paragraph 4.4.2, where such damage occurs to any communal or shared facility in or around the building for which Erimus and TVH are responsible.

#### 4.5 Discretionary Circumstances

4.5.1 In exceptional circumstances, discretion may be exercised and on these occasions, the following will be taken into account:

- Age, health and disability;
- Death of a tenant with no estate;
- Evidence of previous rechargeable repairs.

4.5.2 Where the repair incurred is the result of vandalism or criminal activity not originated by the tenant/leaseholder or their family or visitors; provided that it has been reported to the police (and a crime/incident reference number has been obtained) and also reported to Erimus Housing as soon as it is discovered, a recharge will not be made.

#### 4.6 Responsive Repairs

4.6.1 When a repair is reported, a member of the housing service will assess the repair and identify:

- The type of repair, as this will determine the timescale by which the repair must be completed and will be classified as either Emergency, Urgent, Routine;
- Responsibility as, depending on the circumstances of why the repair is necessary, either Erimus or TVH or the tenant/leaseholder will be deemed responsible.

4.6.2 Where the 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.

4.6.3 In the case of emergency repairs that are rechargeable, Erimus and TVH may, due to Health and Safety issues and the limited timescale involved, either make safe or

complete the repair and the tenant/leaseholder will be recharged.

4.6.4 For non-emergency rechargeable repairs, the tenant/leaseholder will be able to choose whether to arrange for this work to be carried out by themselves, Erimus or TVH. Erimus and TVH will assist the tenant/leaseholder to decide if they want to carry out the work by making available a list of common repair items with fixed prices, subject to annual review. Erimus and TVH reserves the right to complete any rechargeable repairs that remain outstanding and the right of inspection where the tenant/leaseholder has carried the works themselves, to ensure works are not substandard. Should there be any outstanding rechargeable repairs identified at inspection, including pre-termination and void inspection (tenanted property), Erimus and TVH reserves the right to make good and recharge. Prices for rechargeable repairs are based on current repair costs, including materials and labour from the agreed Schedule of Rates. However, in the case of emergency repairs, an additional fixed call-out charge will be made.

4.6.5 When a rechargeable repair is inspected by Erimus and TVH where the tenant/leaseholder has arranged for it to be carried out themselves, and the completed repair does not meet the minimum standard, Erimus and TVH reserves the right to complete the repair and the tenant/leaseholder will be recharged.

#### 4.7 Void Repairs

4.7.1 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 be given the option 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.

#### 4.8 Recharge Payments

4.8.1 For non-emergency rechargeable repairs, Erimus and TVH may require the tenant/leaseholder to make payment in advance prior to work being completed. Erimus and TVH will raise a proforma invoice for pre-payment purposes, and a final invoice after the repair is complete. An invoice will be issued and charged to the sundry account and payment arrangement by either payment card or Direct Debit will be agreed with the tenant/leaseholder.

4.8.2 In the case of emergency repairs, an invoice will be raised as soon as possible once work has been completed. Erimus and TVH recognise that in some circumstances, repayment of charges in full may cause financial hardship for the tenant/leaseholder, and will agree repayment arrangements. (see also discretionary circumstances paragraph 4.5.1).

4.8.3 In the event that a tenant/leaseholder fails to settle an invoice or defaults on any

agreed instalment arrangement, recovery will be sought in accordance with Erimus and TVH's Debt Recovery Policy. This could include action in the Small Claims Court.

4.8.4 If the tenant/leaseholder becomes eligible for any additional payment from Erimus or TVH, under certain circumstances, Erimus and TVH reserve the right to offset any monies outstanding for rechargeable repairs for any funds due. This will be paid in the first instance against any monies outstanding, such as rent arrears or any rechargeable repair debt.

4.8.5 If recharge payments are outstanding against a leaseholder wishing to assign their lease (or the estate in the case of a deceased leaseholder) payment in full will be required, prior to the Landlord approving the assignment.

#### 4.9 Appeals Process

4.9.1 Anyone who feels they may have been incorrectly or unfairly recharged under the Rechargeable Repairs Policy, has the right to appeal and should do so initially to the Area Housing Manager, and thereafter, using Erimus and TVH's Complaints Procedure.

### 5 EQUALITY AND DIVERSITY

5.1 There is no adverse impact on equality and diversity.

5.2 This policy complies with Erimus and TVH's Equality and Diversity Strategy and Policy.

### 6 CUSTOMER INVOLVEMENT AND CONSULTATION

6.1 Erimus and TVH will consult the Residents Panel, Area Housing Forums, Residents Associations and other recognised residents groups and local voluntary and statutory agencies on a regular basis, in order to continually develop good practice in this policy area. Erimus and TVH will also give due regard to Good Practice Guidance issued by the Housing Corporation, National Housing Federation and the Chartered Institute of Housing.

6.2 Staff groups involved in service delivery will also be consulted regularly to identify areas where services could be improved.

6.3 Erimus and TVH will consult with tenants/leaseholders on its Rechargeable Repairs Policy annually, as stated in the Tenants Compact.

### 7 MONITORING AND REVIEW

7.1 Monitoring

7.1.1 In order to comply with its service commitments, it is important that Erimus and TVH 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 responsive repair;
- Cost of rechargeable repairs;
- Income received from rechargeable repairs/recovery rate;
- Number of disputes and outcomes;
- Monitoring of recharges by age, disability, ethnicity and gender etc.

## 7.2 Review

7.2.1 Erimus and TVH will undertake a review of the Policy whenever there are any relevant changes to legislation, case law or good practice.

7.2.2 In the absence of any such trigger for review, the Policy will be reviewed at yearly intervals, or other such period as the Board May from time to time determine. The Managing Director will be responsible for ensuring that reviews of the policy are carried out.

7.2.3 Procedures relating to the policy will also be periodically reviewed, taking into account any operational issues that arise.

## 8 RESPONSIBILITY

8.1 It is the responsibility of the Managing Director and senior officers to ensure that:

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