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## **RECHARGEABLE REPAIRS POLICY**

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**CONTENTS**

- 1. REVISION/REVIEW SHEET**
- 2. PURPOSE**
- 3. LEGAL AND POLICY FRAMEWORK**
- 4. SCOPE**
- 5. RESPONSIBILITIES**
- 6. POLICY DETAIL**
- 7. PERFORMANCE MONITORING**
- 8. APPEALS**
- 9. RISK FACTOR**
- 10. EQUALITY AND DIVERSITY**
- 11. DEFINITIONS AND ACRONYMS**
- 12. REFERENCES**
- 13. RECORDS**
- 14. REVIEW**



**1. REVISION/REVIEW SHEET**

<b>Issue</b>	<b>Brief Description of Reason for Change</b>	<b>Document Owner</b>	<b>Date Issued</b>
0	Major revision	Enid Roberts	May 2015

## 2. PURPOSE

- 2.1 The purpose of this policy is to set out a clear, transparent and fair Rechargeable Repairs policy which ensures that CCG recovers all repair costs associated with damage caused by wilful damage and/or neglect by tenants, members of the public or any visitor to a tenant's home. A strong rechargeable repairs policy will serve as a deterrent and ensure that more customers will look after their homes in the right manner.
- 2.2 The overall aim of the Rechargeable Repairs Policy is to:
- Contribute to the efficient maintenance of the housing stock
  - Contribute to the effective management of the repairs budget
  - Ensure the efficient and effective recovery of associated costs
  - Ensure that anti-social behavior is identified early and responded to quickly
  - To serve as a deterrent to those customers who may be inclined to neglect or damage their home

## 3. LEGAL AND POLICY FRAMEWORK

- 3.1 CCG will ensure that repairs are recharged to tenants in accordance with best practice and relevant policy and legislation, including the following:
- Regulatory code for Housing Associations
  - Housing Acts 1998 and 1996
  - Landlord and Tenant Act 1985

## 4. SCOPE

- 4.1 This policy applies to repair works that are required as a result of wilful damage and/or neglect by current and former tenants, members of a tenant's household, or any visitor to a tenant homes.

## 5. RESPONSIBILITIES

- 5.1 It is the responsibility of the Director of Customer and Communities to ensure that this policy is applied effectively and that CCG staff are trained appropriately in the procedures associated with this policy.
- 5.2 The R&Mpol05a Rechargeable Repairs RACI sets out the responsibilities in relation to this policy.
- 5.3 CCG will be pro-active in enforcing this Rechargeable Repairs Policy by:
- Identifying rechargeable repairs at first point of contact

- Providing rechargeable repairs leaflets in sign up packs
- Discussing repairing responsibilities and rechargeable repairs with new customers at sign up and on tenancy visits and recording relevant information on the visit form
- Discussing repairing responsibilities and rechargeable repairs with customers at pre-transfer visits and recording relevant information on the visit form
- Carrying out mutual exchange inspections and reminding customers of their responsibilities in respect of rechargeable repairs. Consent for a mutual exchange or an assignment may only be given on condition that any debt arising from repairing disrepair has been repaid.
- Carrying out pre-termination inspections and reminding customers that to avoid recharges, the property must be left in a good state of repair and cleared of all rubbish and belongings, including white goods
- Asking Right to Buy applicants to repay all housing debts, including rechargeable repairs prior to completion.

### 6. POLICY DETAIL

#### 6.1 Responsive repair reporting

6.2 All requests for repairs reported by tenants will be assessed against CCG repairing obligations, as outlined in the tenancy agreement and tenant's handbook.

#### 6.3 Rechargeable Repairs Reported to CCG Customer Contact Centre

6.4 When a customer reports a repair to CCG Contact Centre, the team will assess the repair and identify:

- The urgency of the repair
- The responsibility of the repair
- The technicalities of the repair

6.5 During this process, the Contact Centre may identify that a repair is rechargeable. At this stage, the Contact Centre will advise the customer that they will be recharged for the works and provide the customer with an estimate of the cost of the works if it is possible to do so.

6.6 Some repairs may not have been identified as rechargeable when the customer calls the Contact Centre. It may be identified that the repair is rechargeable when the operative attends to undertake the works. If this is the case, the operative will take photographic evidence and advise the customer that they will be invoiced for the work.

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- 6.7 Should a tenant contact CCG for an emergency repair and that repair is subsequently deemed not to be an emergency repair, the operative must inform the tenant that the repair is rechargeable and provide a quote for the cost of the work and emergency callout charge.
- 6.8 **Repair Identified as a result of an inspection**
- 6.9 The Inspector will inform the customer if a repair is rechargeable, will take photos and record details of the repair and arrange for the work to be carried out.
- 6.10 **Repair Identified as a result of a visit**
- 6.11 The Officer conducting the visit will identify a repair that is rechargeable, will take photos and record details of the damage and advise CCG's Contact Centre of the rechargeable repair works required.
- 6.12 **End of Tenancy**
- 6.13 On receipt of a valid notice to end a tenancy, arrangements will be made with the tenant for the property to be inspected before the tenancy termination date. Following this inspection, the tenant will be informed in writing of any work which is deemed to be rechargeable and an estimated cost for that work.
- 6.14 CCG will not normally permit the transfer of any tenancy whilst outstanding rechargeable repairs exist or payment has not been received.
- 6.15 Any rechargeable works not carried out by the tenant before they vacate the property will be undertaken by CCG and the cost of the works will be recharged to the former tenant.
- 6.16 A situation may arise where it is not possible to undertake an end of tenancy inspection in the presence of the tenant. For instance, where the property has been abandoned, or access not granted. In these circumstances an empty property inspection will take place and a photographic record taken of any rechargeable repairs required to the property which is deemed to be the former tenant's responsibility. Where CCG is aware of a forwarding address, the former tenant will be advised in writing that they will be invoiced for any costs incurred by CCG.
- 6.17 Where no forwarding address is known, a record will be kept of any outstanding rechargeable repairs. CCG will pursue the debt from the former tenants should their new address later become known. If the tenant approaches the Housing Options Team (HOT) for re-housing in the future any outstanding rechargeable repair cost will be recorded on the HOT reference so that points are deducted, and the person will be requested to settle any outstanding debt owed to CCG.

### 6.18 **Damage caused by criminal activity**

6.19 Where a repair is needed as a result of criminal activity that has not been caused by the tenant, a member of their family or a visitor to their home, the tenant will not normally be charged for the cost of any works as long as they provide written confirmation of the incident with a crime reference number or incident number is obtained from the police. CCG reserves the right to charge for rechargeable repairs where further investigation reveals the damage has been caused by the tenant, a member of their family or a visitor to their home. Where appropriate, the Police will also be informed of any criminal activity that has taken place.

6.20 Where damage is caused by the Police whilst executing a warrant and no charges are brought against the tenant or a member of their household, the tenant will not be held liable for the cost of the repair.

### 6.21 **Charges**

6.22 Costs for rechargeable repairs are based on current repairs costs, including materials and labour from the agreed CCG schedule of rates.

6.23 VAT will be applied to the customer recharges at the standard rate and all recharges raised will incur an administration fee of £15.00.

6.24 The Rent and Income Team will co-ordinate invoicing and debt recovery arrangements.

### 6.25 **Rechargeable Repairs Recovery**

6.26 Repairs will be recharged on a fixed cost basis, but costs will vary according to the nature and extent of repair work required.

6.27 CCG will use all available means to recover the cost of rechargeable repair works.

6.28 Where the rechargeable repair costs relates to joint tenants they are jointly liable for all applicable costs. When they continue to reside together after the end of the tenancy, an invoice will be sent for the full amount addressed to both tenants. Where the joint tenants have separated after the end of their tenancy each can be pursued for the full amount of the debit.

6.29 Where tenants refuse to make payments to clear their debt, CCG may take legal action through the courts to recover the outstanding debt.

### 6.30 **Exceptional Circumstances**

6.31 Each dispute against a Rechargeable Repair will be assessed and CCG may exercise discretion where there are vulnerability issues that may lessen the customer's culpability or exclude them from their responsibilities for repair, damage or neglect.

## 7. **PERFORMANCE MONITORING**

7.1 In order to comply with its service commitments to continually improve the service, CCG will monitor the impact of this rechargeable repairs policy by monitoring specific performance for the following:-

- Number and value of rechargeable repairs raised (in total and by area)
- Collection rates measured against rechargeable repairs invoiced
- Numbers of disputes/appeals and outcomes

### 8. APPEALS

8.1 Any appeals of disagreements over rechargeable repairs will be dealt with in line with CCG's CCpol01 Complaints and Concerns policy.

### 9. RISK FACTOR

9.1 A failure to identify, charge and fully recover the cost of rechargeable repairs will have a negative impact upon financial resources and the condition of the housing stock and the reputation and image of CCG leading in turn to a loss of public confidence.

### 10. EQUALITY AND DIVERSITY

10.1 CCG is committed to giving an equal and fair service to all customers. Any action taken under this policy will comply with current equalities legislation.

10.2 CCG staff will operate within the E&Dpol01 Equality and Diversity Policy and meet any specific needs which may arise in respect of ethnic minorities, people with disabilities, and the elderly or vulnerable tenants.

10.3 CCG will in all reasonable circumstances make information available in a variety of information formats, including:

- Large print
- Audio tape
- Communication languages

### 11. DEFINITIONS AND ACRONYMS

11.1 The term tenant used in this policy applies to all tenants and leaseholders of CCG.

11.2 Rechargeable repairs are defined as repairs that are caused by wilful damage or neglect to fixtures and fittings internally and externally by a tenant, a member of a tenant's household including pets, or any visitor to the tenant's property.

### 12. REFERENCES

12.1 This policy links closely with the following policies and documents (some of which at the time of writing are under development):

- ALLf25 Tenancy agreement



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- COM11 – Your Home - Tenant Handbook
  - CCpol01 Complaints and Concerns Policy
  - E&Dpol01 Equality and Diversity Policy
  - H&Spol34 Safeguarding Vulnerable Groups Policy
  - L&Fpol03 Tenants Improvements and Alterations Policy
  - NSpol01 Anti Social Behaviour Policy
  - TSpol01 Domestic Abuse Policy
  - TSpol03 Assignment of Tenancy and Mutual Exchange Policy
  - R&Ipol01 Rent Arrears Policy
  - Gwynedd Common Housing Allocations Policy

### 13. RECORDS

13.1 The Academy Housing Management System will be used to record details of rechargeable repairs, invoicing, and payment details.

### 14. REVIEW

14.1 This policy will be reviewed by the Board after one year unless there is a change in legislation.