

Chargeable Repairs Policy

2020 - 2022

Document control

Policy approval	Executive Director - Customer Insight & Property, January 2020
Replacing	Rechargeable Repairs Policy 2016-2019
Next review date	January 2022
Author	Business Manager - Assets
Responsible Executive Director	Executive Director - Property
Circulation	Internet and Livv Housing Group website
Equality Analysis Completed	N/A
Current Version	2

Version	Date	Author(s)	Notes on Revisions
2	Feb 2016	Group Director Facilities & Asset Management	Review of policy
3	Jan 2020	Business Manager - Assets	Review and change of Policy in line with operating model

1. Introduction

This policy sets out how we will manage all repairs to defects that are directly caused by tenant neglect or deliberate damage and repairs that fall outside of the responsibilities of us to undertake.

This policy is intended to give guidance to all staff who will handle tenant requests for chargeable repairs.

2. Policy Statement

We are committed to ensuring that tenants are encouraged to look after their homes in accordance with their responsibilities under the Tenancy Agreement. We define which repairs are tenant responsibility and which are our responsibility in the Repairs Policy 2019-2022.

We will define processes for tenants to make advance payment for all chargeable repairs or services and will also define processes to recover all outstanding debt related to repairs. Appeals against any charges applied by us will be handled via the Customer Feedback process.

Repairs that form part of Leaseholder service charges are not covered within this document.

3. Policy Implementation

We are committed to ensuring that tenants are encouraged to look after their homes in accordance with their responsibilities under their tenancy agreement. Any works carried out by us that are not our responsibility should only be completed if the tenant accepts responsibility and will pay for the works.

We will always aim to obtain pre-payment for any chargeable repairs before they are completed, however this may be waived in the following scenarios - emergency repairs where there may be a security, health or safety risk due to the nature of the repair required and/or the vulnerability of the tenant.

Tenants will be given the opportunity to either carry out the repair works themselves or advised of the amount they will be charged by us to carry out the work.

Where a tenant completes the repair themselves, it must be done by a tradesman who is qualified to undertake the specific work required. We must be notified prior to any works carried out directly on behalf of a tenant so that we can give approval for the works specified and the contractor undertaking them. We should also be notified when works are complete so that we can post inspect. Where repairs are material to fabric of the property, we will seek to inspect the repair to confirm that it meets our standards. Failure to meet this may result further works to rectify the repair becoming chargeable.

Our Tenancy Agreement sets out both landlord and tenant responsibilities in relation to repairs.

Approved: Executive Director – Customer Insight & Property, January 2020

Responsible Officer: Executive Director – Property

Review date: January 2022

At the point of ‘sign up’ of any new tenancy, new tenants will be made aware of their responsibilities in relation to repairs.

4. Chargeable Repairs Definition

A chargeable repair can be defined as any one of the following:

- Any repair requested that is identified as the tenant’s responsibility as defined in our Repairs Policy.
- A deliberate act of negligence or misuse caused by the tenant, their family or any visitors.
- Any reinstatement work resulting from unsatisfactory or un-authorised property improvements, substandard DIY or unauthorised alterations. *Refer to Repairs Policy 2019-2022, Section 3.13* for further detail relating to improvements.
- Overgrown or poorly maintained external areas, including the removal of graffiti or accumulation of rubbish in a garden or communal area.
- Any removal of property, waste or debris following the end of a tenancy.
- Works due to neglect or misuse when bringing a property up to our re-let standard.

5. Discretionary Powers and Vulnerable Tenants

We have discretionary powers to deal with exceptions to this policy based on individual circumstances. This will include the discretion to waive, defer or arrange alternative payment methods for vulnerable tenants or any other mitigating circumstances.

There may be occasions when action may be taken to recover the full or partial cost of a repair after consultation with the supporting agency when there is repeated deliberate damage or negligence by a vulnerable tenant. Being defined as vulnerable does not, in itself, mean that someone will not be charged for a repair.

6. Police Search Warrants

Where a Police Search Warrant is served upon one of our tenants at our property, the tenant will be responsible for the cost of any repairs that may arise in executing the Warrant whether a prosecution is successful or not.

7. Notification Procedure

We will always advise the tenant that they have the option to complete the works themselves and that a Property Manager will check to ensure that the works are completed are safe and free from any further defect.

Tenants will be informed of the approximate cost using the appropriate National Housing Federation Schedule of Rates cost or quoted value for specialist works.

The final cost will be determined on completion of the repair plus VAT. If the tenant disputes the amount, they will be able to appeal via the Customer Feedback process.

8. Recovery

We will expect that all works are paid for in advance and only where the work is classed as an emergency or the tenant has left the property, will we set up separate rechargeable repair accounts.

We will seek full payment of all rechargeable repairs and, where appropriate, conduct income and expenditure assessments to agree a repayment plan to pay off debt within a reasonable timescale. Any agreement and/or plans will reflect the customers financial circumstances and ability to pay.

9. Associated Documents

- Tenancy Agreements
- Repairs Policy 2019-2022
- Tenant repair responsibilities within Local Offer document.
- Vulnerable Customers Policy
- Rent Arrears Recovery Policy
- Empty Homes Policy 2020
- Empty Homes Standard 2020
- Income Management and Debt Recovery Policy 2020

10. Equality Impact Assessment

We will ensure that fairness is at the forefront of the Policy and that the aims and objectives are fully compliant with our approach to Equality and Diversity.

Where there are individual cases concerning tenants, who are defined as vulnerable, there is a process in place to adjust the approach to charging for repairs based on given reasons.

All customers will have access to this document upon request.