

# Chargeable Repairs Policy

2020 – 2022

## Document control

<b>Policy approval</b>	Executive Director – Customer Insight & Executive Director – Property, January 2020
<b>Replacing</b>	Rechargeable Repairs Policy 2016 – 2019
<b>New review date</b>	January 2022
<b>Responsible Executive Director</b>	Executive Director – Property
<b>Author</b>	Business Manager – Assets
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<b>Version</b>	<b>Date of review</b>	<b>Details of review</b>
2	February 2016	Review of policy
3	January 2020	Review and change of policy in line with operating model
4	April 2021	New Policy format

## 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. **Scope**

The implementation and scope of the policy applies and is applicable to:

Livv Housing Group	X
Livv Homes	X
Livv Maintenance	
First Ark Social Investment (Operating as Livv Investment)	
All entities	

## 3. **Compliance**

The policy is in place in order to support:

Regulatory Compliance	
Legislative Compliance	
Best Practice	X

## 4. **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.

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.

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

### **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-authorized 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.

### **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.

### **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.

### **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.

### **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.

## **5. Policy Outcomes**

To encourage our customers to look after their homes in accordance with their responsibilities under their tenancy agreement.

## **6. Monitoring and Review**

In line with the Group's Policy Framework, this policy is scheduled to be reviewed every 3 years. Unless due to a change in Government legislation or regulatory requirements, then the review period will be brought forward in order to ensure compliance.

## **7. Roles and Responsibilities**

The Policy Framework documents the approval routes for all Policies & Strategies, however under this policy the following teams/employees have the following responsibilities.

Customer Services Committee (CSC)	Responsible for final approval of the policy under the Policy Framework
Executive Director's Team (EDT)	Responsible for initial approval of the policy under the Policy Framework
Director of Assets	Operational implementation of this policy
Head of Customer Relationship Management, Performance Manager & Business Manager - Assets	Effective communication of the policy to customers via operational teams

## **8. Equality & Diversity**

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.