

# Chargeable Repairs Policy

2022 – 2025

## Document control

<b>Policy approval</b>	Customer Services Committee, February 2022
<b>Updating</b>	Chargeable Repairs Policy 2020 – 2022
<b>New review date</b>	January 2025
<b>Responsible Executive Director</b>	Executive Director – Property
<b>Author</b>	Head of Assets
<b>Equality analysis completed</b>	January 2022
<b>Circulation</b>	Intranet and Livv Housing Group website
<b>Version</b>	4

<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 and new format
4	December 21	Review of policy and change to customer tone of voice

## 1. **Introduction**

This policy sets out how we will manage all repairs to defects that are directly caused by 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 customer 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 customers are encouraged to look after their homes in accordance with their responsibilities under the Tenancy Agreement. We define which repairs are a customer's responsibility and which are our responsibility in the Repairs Policy 2022-25, Appendix A.

We will define processes for customers 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 customers 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 customer 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 customer.

Customers 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 customer arranges repairs themselves, it must be completed by a tradesman who is qualified to undertake the specific work required. We must be notified prior to any repair 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 impact the fabric of the property, we will seek to inspect the repair to confirm that it meets our standards. Failure to properly notify us may result in further chargeable works to rectify the repair.

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

At the point of 'sign up' of any new tenancy, new customers 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 customer's responsibility as defined in our Repairs Policy 2022-25.
- A deliberate act of negligence or misuse caused by the customer, their family or any visitors.
- Any reinstatement work resulting from unsatisfactory or un-authorized property improvements, substandard DIY or unauthorised alterations.
- 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 Customers**

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 customers 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 customer.

### **Police Search Warrants**

Where a Police Search Warrant is served upon one of our customers at our property, the customer 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 customer 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.

Customers 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 customer 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 customer has left the property, will we set up a separate rechargeable repair account.

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. If there is a change in legislation or regulatory requirements, the review period will be brought forward 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, Head of Performance and Head of Assets	Effective communication of the policy to customers via operational teams

## **8. Equality & Diversity**

In order to comply with the Equality Act 2010, an equality analysis (EA) was completed as part of the policy review. Upon completing the EA, it was found that the implementation of the policy would support and encourage the aims of the public sector duty. The equality analysis was completed and approved January 2022.