



Rechargeable Repairs Policy

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Introduction

The Rechargeable repairs policy sets out how Derby Homes will manage its repairs policy in relation to day to day, void and planned improvement repairs and services that are required due to fair wear and tear, neglect, or deliberate damage. This policy will set out how Derby Homes and its officers will deal with tenant requests for repairs and any other repairs or works required in a Derby Homes managed home.

This policy is intended to give guidance to all responsible officers of their role and remit throughout the process. This policy will also set out what is defined as a tenant's responsibility, what is Derby Homes' responsibility and how we will charge for these repairs and services.

Policy Objectives

Derby Homes is required to provide a cost effective repairs and maintenance service.

We will define which repairs are tenant responsibility and which are the responsibility of Derby Homes. We will also define which repairs are classed as wear and tear or are due to neglect or deliberate damage by the current, former tenant or a third party.

Tenant responsibility repairs are defined in the tenancy agreement. Leaseholders will be responsible for paying for any qualifying Rechargeable repairs to communal areas that are attributable to them and they are also obliged to pay service charges in respect of planned works under their lease.

To ensure we maximise opportunities for tenants and leaseholders to understand these responsibilities we will regularly publish this information in a variety of places – on our website, as a leaflet given to all new tenants and those terminating their tenancy and via our social media channels.

Where it is clear that there is a Rechargeable repair or service, we will charge the current tenant or leaseholder for the total cost of the repair plus VAT. Charges applied to former tenants are exempt from VAT.

We will continue to promote tenant responsibility and when practical provide tenants with the option to resolve their own damage or neglect.

Rechargeable repairs will be administered through the tenants rent account.

We will define processes for tenants to either make advance payment for all Rechargeable repairs or services or agree a payment plan.

We will provide an appeals process for tenants to appeal against any charges applied by us that they think are incorrect.

We understand that there may be exceptional circumstances, such as where vandalism is caused by people not connected to our tenant, or where a vulnerable tenant was not capable of a rational decision in causing the damage. We will look empathetically at these cases on a case by case basis and may choose not to charge for repairs in these, or other, exceptional circumstances. The charge will notionally be recorded on the tenants rent account and immediately written off. This provides an audit trail of the works and write off.

Policy Detail

We are committed to ensuring that tenants are encouraged to look after their homes in accordance with their responsibilities under their Tenancy Agreement. This policy will assist in this approach.

What is a Rechargeable Repair?

We will require current and former tenants to pay for any remedial works when the damage has been caused by:

- Any repair requested that falls under the tenant responsibility repair as defined by the tenancy agreement.
- A deliberate act, negligence or misuse caused by the tenant, their family, or visitors.
- Any reinstatement work resulting from unsatisfactory or un-authorised property improvements, substandard DIY, unauthorised alteration.
- An overgrown or ill maintained garden, including the removal of graffiti or accumulation of rubbish in a garden or communal area.
- Any removals of property following the end of a tenancy.
- Works due to neglect or misuse when bringing a property up to our re-let standard.

Identifying Rechargeable Repairs

Rechargeable repairs may be identified in a number of ways:

- By a Surveyor who thinks a repair they are inspecting should be Rechargeable.
- By a Contractor who thinks a repair they are inspecting should be Rechargeable
- By our Customer Service team who thinks a repair they are raising should be Rechargeable
- By Local Housing Office team who think a repair they have identified should be Rechargeable.

Rechargeable Repairs and Tenancy Termination

Where Rechargeable repairs or services are identified during a termination of a tenancy, the tenant will be advised that they will be charged for the cost of any remedial works. They will be given the opportunity to either carry out the repair works themselves or advised of the cost for Derby Homes to carry out and complete before vacating the property.

If a tenant disputes the final amount they will be advised on the “Right to Appeal” by contacting the Customer Service team.

Tenants may at any time discharge their repair, replacement or service responsibilities by requesting us to undertake the work at the tenant's expense provided that the tenant pays for the cost of such works in advance.

Discretion and Vulnerable Tenants

We retain discretion 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 what might be deemed as 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.

Rechargeable costs

Our Rechargeable costs will be based on the National Housing Federation Schedule of rates within our repairs system. Some specialist works may require a contractor to provide a separate estimate which will be arranged by our Repairs or Asset Management Teams

Police Search Warrants

Where a Police Search Warrant is served, the tenant will be responsible for the cost of any such repair/s that may arise in executing the Warrant whether or not a prosecution is successful or not.

If in the event that the Police issue a Search Warrant on the incorrect address, it will be the responsibility of the tenant to pursue any resulting costs or charges directly from the Police.

Implementation

The Tenancy Agreement sets out both landlord and tenant responsibilities and obligations. At “Sign Up” of any new tenancy, and on receipt of a termination of tenancy request, our team will ensure that new tenants are informed of their responsibilities in relation to the Rechargeable Repairs Policy.

Notification and Procedure

We will advise tenants that they have the option to complete the works themselves and that a surveyor will check to ensure that the works are completed to a reasonable standard.

Tenants will be informed of the approximate cost via the National Housing Federation Schedule of rates cost on the repairs system. Some specialist works may require a contractor to provide a separate estimate which will be arranged by our Repairs or Asset Management Teams.

The final cost will be determined on completion of the repair plus VAT if applicable. If the tenant disputes the amount they will be able to appeal by contacting our customer service team.

Payment Options

We will always endeavour to obtain pre-payment, however the requirement to pay in advance may be waived if the Rechargeable repair or service falls within certain categories:

- Emergency Repairs where there may be a security or health and safety risk
- Where a tenant has been assessed as vulnerable. In this case, we may complete the repair to ensure the integrity of the property is maintained and any health and safety issues are addressed and subsequently the customer may be charged and subsequently asked for payment. It must be stressed that being defined as vulnerability does not necessarily mean that a customer will not be charged.
- Where the tenant has left the property without completing outstanding Rechargeable repairs. In this instance we will pursue the outgoing tenant for the cost of the Rechargeable work.

Recovery

We 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 repairs sub accounts.

Due to the costs of administration and collection, we will not charge tenants for Rechargeable repairs up to £100 in total. A record will be made of all rechargeable repairs under £100 in total for monitoring purposes.

We will monitor and review payments by the customer and take appropriate recovery action where non-payment occurs.

Where a tenant is found to have reported a repair based on information which is incorrect in order to receive a non-Rechargeable repair, the tenant will be required to pay for the repair before it is completed.

Where the tenant completes the repair themselves, the repair must be completed to an acceptable standard and approved by one of our surveyors.

Appeals Process

All tenants have the right to appeal and they will be advised to email, write to, or telephone our Customer Services Team.

Tenants will have 10 working days to appeal following initial notification. The Repairs Team will respond to the appeal within 10 working days.

The appeal will either be successful, whereby the charge is waived or amended, or unsuccessful whereby the Rechargeable repair decision is upheld. Our team will notify the tenant of the outcome of their appeal within 20 days.

There will be no further opportunity to appeal this process. If the tenant is unhappy with the decision they will be able to appeal to the Housing Ombudsman to ensure that we have followed our policy and procedures appropriately.

Copies of the evidence and the appeal will be placed on the tenancy file.

Performance

We will monitor the effectiveness of this Policy internally based on the following performance indicators:

- Number and average cost of recharges raised
- Amount of debt written off against total recharges raised
- Amount of income received / recovered against total recharges raised
- Number of appeals upheld or overturned via the complaints system