



Rechargeable Repairs Policy

Introduction

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

The tenancy agreement defines the rights and responsibilities for tenants, leaseholders' rights and responsibilities are explained in the lease.

The Derby Homes website defines the repair responsibilities for tenants and leaseholders along with those repairs that Derby Homes are responsible for.

We are committed to ensuring that tenants and leaseholders are encouraged to look after their homes in accordance with their responsibilities. When this does not happen, this policy will assist us when the tenant or leaseholder is charged accordingly for repairs or services that we carry out on their behalf.

Policy Objectives

This policy will:

- Inform officers what a rechargeable repair or service in a Derby Homes managed property is and how to deal with these when identified or brought to our attention.
- Set out how we calculate the rechargeable cost and how the charge will be raised and collected.
- We inform the tenant or leaseholder about how they can raise a complaint if they are dissatisfied with the charges.
- Indicate the measures that will be put in place to monitor the effectiveness of this policy.

Rechargeable Repair or Service

Leaseholders will be responsible for paying for any qualifying rechargeable repairs or services that are attributable to them as well as the obligatory service charges in respect of planned works.

A tenant will be responsible for repairs or services that are required due to a deliberate, accidental, or careless act, neglect, or misuse of the property by the tenant or a third party.

A rechargeable repair or service is any repair or service the tenant or leaseholder is responsible for as outlined in the Tenancy Agreement for tenants and the Lease for leaseholders and Derby Homes has completed on their behalf.

Identifying Rechargeable Repairs

Rechargeable repairs may be identified in several ways by:

- A Surveyor who thinks a repair they are inspecting should be rechargeable.
- A Contractor who thinks a repair they are inspecting should be rechargeable.
- The Customer Service Team who thinks a repair they are raising should be rechargeable.
- The Local Housing Teams who think a repair they have identified should be rechargeable.

How to deal with 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.

When a rechargeable repair or service is identified, Derby Homes will give tenants and leaseholders the option to do the repairs or carry out the service themselves where it is deemed practicable for them to do so. When this option is given, the works or service must be completed in a reasonable time. The work will be checked on completion to ensure it has been carried out to a satisfactory standard.

When the Derby Homes Officer deems it is not practicable, we will provide tenants and leaseholders with the expected rechargeable repair or service charge prior to the work starting **together with the reasons for the charge**. However, in the case of repairs or services that are of an emergency nature we will aim to do this, but it may not always be possible.

The final rechargeable cost will be determined on completion of the repair or service and value added tax (VAT) if applicable, former tenants are exempt from VAT.

The costs will be allocated onto the tenants rent account via the Rechargeable Repairs (Current Tenants) form available on Controlled Documents.

The Derby Homes Officer will notify the tenant in writing that the charge has been added to the rent account.

Insurable incidents

A one-off incident such as damage following an accidental fire or flood will be capped at £1,000 inclusive of VAT. Damages because of long-term lack of maintenance / care by the tenant will not be classed as an insurable incident and will not be subject to the £1,000 cap.

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 a prosecution is successful or not.

If, 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.

Former tenants

When a tenant terminates their tenancy, we will write to them, reminding them of their responsibilities and what actions they need to take before handing in the keys to help avoid any recharges being raised.

When Derby Homes has to carry out work before the property is relet that is deemed to have been the responsibility of the tenant, we will seek to recover the cost from the tenant or the tenant's estate if the tenant has died. **The tenant or the person dealing with the estate of a deceased tenant can raise a complaint if they do not agree with the charges.** The Former Tenants Arrears & Sundry Debts Policy details the procedures we will follow.

Payment and Recovery Options

Payment must be made on receipt of the tenant receiving notification of the charge. Where the tenant is not able to do this a payment arrangement can be set to recover the charge, we will monitor and review payments by the customer and take appropriate recovery action where non-payment occurs.

Discretion and people who are vulnerable

We retain discretion to deal with exceptions to this policy based on individual circumstance such as where vandalism is caused by people not connected to the tenant, or where a vulnerable tenant or person living with the tenant does not have the capacity to understand or take responsibility for their actions. We will review these types of situations on a case-by-case basis taking all the mitigating factors into account and may choose not to charge for some or all the repairs or services.

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 mean that someone will not automatically be exempt from charge.

If this happens the charge will be recorded on the tenant's rent account to provide an audit trail of the work required and write-off reason.

Dissatisfaction with the Charge

Our tenants have the right to raise a complaint if they are dissatisfied with the charge. We will inform them of this in a letter when we notify the tenant that a rechargeable repair/service have been raised.

The charge will be added to the rent account when the repair/service is complete, and we will tell the tenant when this has happened and again inform them of the right to raise a complaint if they are dissatisfied with the charge.

Complaints received will be processed in line with our Complaints, Comments and Compliments Policy.

Copies of the complaint evidence and the outcome 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

Number of appeals upheld or overturned via the complaints system