



## RECHARGEABLE REPAIRS POLICY

<b>Adopted:</b>	7 <sup>th</sup> June 2005
<b>Responsible Officer:</b>	Head of Neighbourhood Investment
<b>Last Amended/Reviewed:</b>	19 <sup>th</sup> January 2010
<b>Version/Reviewed by:</b>	V1 – 7 June 2005 V2 – 19 <sup>th</sup> January 2010 to be implemented from 1 <sup>st</sup> April 2010
<b>Next Formal Policy Review:</b>	Annually, Next Review due 1 <sup>st</sup> April 2011
<b>Formal Review of Policy by:</b>	Senior Management Team
<b>Policy Links:</b>	Management of Rental and Associated Income Policy

### Brief Policy Summary:

The purpose of the Policy is to contribute to the efficient and effective maintenance of Shoreline's housing stock and to ensure that repair expenditure is managed effectively.

## **1 Purpose**

- 1.1 The purpose of the Rechargeable Repairs Policy is to contribute to the efficient and effective maintenance of Shoreline Housing Partnership's (Shoreline) housing stock and to ensure that expenditure is managed effectively.

## **2. Objectives**

- 2.1 The specific objectives of the Rechargeable Repairs Service are:
- To give clear guidance on the circumstances which will be recharged;
  - To give clear guidance on the circumstances where discretion will be exercised;
  - To outline the process of recharging for Repairs;
  - To inform tenants of payment arrangements;
  - To inform tenants of the action Shoreline will take if payment is not made; and
  - To monitor the performance of Rechargeable Repairs in order to seek continuous improvement.

## **3 Shoreline's Commitment**

- 3.1 The principles underlining the Rechargeable Repair Policy are:
- Shoreline is committed to delivering a repair service that is fair, equitable and transparent;
  - Shoreline is committed to ensuring that existing housing stock is maintained and preserved to acceptable standards (see Shoreline's Letting Standard);
  - The Policy should be supported by detailed procedures and agreed practices applied uniformly across the service;
  - Shoreline is committed to recovering the cost of Rechargeable Repairs from tenants;
  - Training for staff must be provided to ensure that staff are equipped to carry out the roles expected of them; and
  - Communication with tenants and service users should be in 'plain language' and clearly communicated. It should be made clear in all circumstances whom the tenant is to contact in the case of an enquiry

## **4 Circumstances for Recharging**

- 4.1 Shoreline is responsible for repairing and maintaining the structure and property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign the Tenancy

Agreement and these responsibilities are outlined in the Tenants' Handbook. All tenants should be aware that, except in certain circumstances, they may be recharged for Repairs that are deemed their responsibility, as defined by this Policy. Further information appears in the *Tenants Handbook* and *Shoreline's Repairs, Maintenance and Improvement Policy*.

## 5 What are Rechargeable Repairs?

- 5.1 Rechargeable Repairs are defined as those Repairs that fall outside Shoreline's responsibility to carry out as landlord or which arise as a result of wilful damage, neglect, misuse or abuse whether caused by the tenant, the tenant's household (including pets) any visitor to the tenant's property, or any other third party. These Repairs are not normally those that arise as a result of normal wear and tear through the duration of a tenancy.
- 5.2 The Rechargeable Repairs Policy will not be used exclusively for Repairs and will cover any area where Shoreline needs to recharge a tenant. An example of this would be where a tenant has not used their decoration allowance to decorate their home
- 5.3 From the 1st April 2010, Shoreline will introduce a charge for Repairs that it considers to be Rechargeable. This is to ensure that tenants who request Shoreline to carry out discretionary Repairs are properly charged and that those who cause damage to properties are held responsible and accountable for the damage caused.

## 6 Examples of Rechargeable Repairs

- 6.1 The following list is Repairs that may attract a charge to the current tenant/s or, where a property has been vacated, the previous tenant of the property. This list is not exhaustive and indicates the most likely reasons for there being a recharge to tenants for Repairs undertaken at their former or current property.
  - **Wilful damage** – e.g. replace smashed door, DIY which has damaged the fabric / structure of the property
  - **Neglect** – e.g. clear blocked sink, drain, bath and toilet of nappies, toilet fresheners, removal of fire doors, frozen/burst pipes, etc.
  - **Misuse** – e.g. replace tiling, repair damage to walls (graffiti)
  - **Abuse** – e.g. rubbish removal, residents who contact the Repairs service on the premise claiming they fall into the vulnerable tenants' Repairs Policy category when on delivery of the repair it is found to be untrue.
- 6.2 These examples will include smashed, cracked or damaged glazing and window Repairs. Shoreline will secure a property by boarding but

these and associated costs for re-glazing will be re-charged to the tenant. It is recommended tenants seek compensation for these costs via their home insurance.

## 7 Discretionary Circumstances

- 7.1 Shoreline will consider the individual and their circumstances in determining whether a recharge is appropriate. Each case shall be assessed by Neighbourhood staff prior to an invoice being issued, and discretion may be exercised, depending on the circumstances affecting the individual case. In considering when discretion should be exercised and a recharge waived in part or in full, Shoreline will consider whether the tenant is a vulnerable tenant. (see definition at 7.3)
- 7.2 Shoreline will log and record all relevant information concerning tenant re-charges on its Housing Management System.
- 7.3 This Policy defines **vulnerable** as '*Someone being in need of community care services by reason of mental health or other disability, age, health and is, or may be, unable to take care of themselves*'.
- 7.4 Damage caused by incidents of crime, ASB, Harassment and Domestic Abuse will be considered in accordance with the respective policies and any support already given by Shoreline.

## 8 Responsive Repairs

- 8.1 When a tenant reports a repair a member of Shoreline will assess the repair and identify:
- The urgency of the repair – the type of repair will determine the timescale by which the repair must be completed;
  - Responsibility of the repair – depending on the circumstances of the repair, either Shoreline or the tenant will be deemed responsible; at the time of raising a repair the tenant will be advised of the recharge costs.
  - Where information is incomplete or where a technical decision has to be made the repair request will be passed to a Shoreline officer to determine whether an inspection is required.
- 8.2 In the case of emergency Repairs *that are Rechargeable*, due to the limited timescale involved, Shoreline will complete the repair and, subject to the discretionary review highlighted above, the tenant will be recharged.
- 8.3 Once it has been established that the repair is the responsibility of the tenant, it is considered good practice to advise the tenant of the cost of the repair as soon as possible. Charges for Rechargeable Repairs are

based on current repair costs, including materials and labour from the agreed schedule of rates. However, in the case of emergency Repairs or Repairs carried out outside of normal working hours, an additional fixed call out charge will be made. A list of charges will be provided for tenants indicating values and types of Rechargeable Repairs. This list will be reviewed annually. If the repair does not fall into the 'emergency repair' category, the tenant will have the opportunity of completing the repair themselves within 28 working days. It should be explained to the tenant that on completion, the repair must meet the Shoreline Letting Standard, health and safety and building regulations. Any appropriate documentation and certification (where applicable) must be provided by the tenant.

- 8.4 When a Rechargeable repair is inspected and it has not been completed or, if it does not meet the relevant Shoreline Standards, Shoreline will complete the repair and the tenant will be recharged for this work,

## **9 Void Repairs**

- 9.1 When a tenant gives notice to terminate their tenancy and/or where a property has been abandoned arrangements will be made for a re-let inspection. This inspection will identify any aspects of disrepair, which are the responsibility of the tenant. The tenant will then have the opportunity to rectify any Repairs for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, Shoreline shall carry out the work and recharge the outgoing tenant for the cost of the works.

## **10 Recharge Payments**

- 10.1 Shoreline will raise an invoice for payment as soon as possible after the repair is completed. Shoreline recognises that in some circumstances, payment of charges in full would cause excessive financial problems for tenants. Where a tenant has or is expected to have difficulties in making a payment Neighbourhood Services staff will need to agree a reasonable and affordable payment of the debt, by instalment, based on discussions with the tenant and their knowledge of the individual tenant's financial circumstances. Any payment arrangements will be confirmed to the tenant in writing.
- 10.2 In the event that a tenant fails to settle an invoice or defaults on any agreed payment arrangement, recovery will be sought in accordance with Shoreline's *Management of rental and associated income Policy*.

## **11 Appeals Process**

11.1 Current and former tenants have the right to appeal against a repair recharge within 28 days from the date on the invoice; initially the appeal should be to the Neighbourhood Area Manager and thereafter using Shoreline's Complaints Procedure. (Stage 2 and 3 only with the Neighbourhood Area Manager's decision being stage 1 of the procedure)

## **12 Performance Monitoring**

12.1 In order to comply with its service commitments, it is important that Shoreline should monitor the effects of Rechargeable repair procedures. Areas to be monitored are as follows:

- Number of Rechargeable Repairs carried out as a void repair;
- Number of Rechargeable Repairs carried out as a response repair;
- Cost of Rechargeable Repairs;
- Income received from Rechargeable Repairs/recovery rate;
- Numbers of disputes and outcomes, and;
- Monitoring by age, disability, ethnicity and gender etc.

## **13 Review Cycle**

13.1 The Rechargeable Repairs Policy will be reviewed in 2011.

## **14 Equality and Diversity Issues**

14.1 We deal with issues under this Policy in compliance with our Equality and Diversity Policy which sets our diversity agenda in line with all the diversity strands. This includes the provision of interpreters and alternative methods of publicity.

14.2 In arranging appointments we will follow our system of utilising our communications needs records which we share with our Repairs and Maintenance Partners Mears.

14.3 We will consider the people we deem to be vulnerable on a case by case basis and if there is a dispute in our judgement we will follow the process outlined in 11.1.

14.4 We will monitor instances of charging for a repair by diversity strands so we can ensure we are not disproportionately charging residents.

14.5 Shoreline accepts the need for and is endeavouring to develop a system which will enable us to profile our tenants. This will assist us to target our resources and tailor our methods to achieve the highest possible collection rates.