

RECHARGEABLE REPAIRS POLICY



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Legal influences on this strategy

- Tenancy Agreement and Conditions of Tenancy
- Secure Residents of Local Authorities (Compensation for Improvements) Regulations, 1994
- NICEIC
- GSIUR 1998
- Building Regulations 2010
- Fire Safety Act

Other documents linked to this strategy

- Cornish Housing Standard
- Permissions Policy
- Tenancy agreement
- Repairs and Maintenance agreement

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1. PURPOSE OF THIS DOCUMENT

Cornwall Housing Limited (CHL), delivers housing management services on behalf of Cornwall Council across their housing stock in Cornwall.

CHL aims to provide residents with a high quality, efficient and comprehensive repairs service whilst maintaining properties to a high standard. However, some repairs are required as a result of damage or neglect caused by the resident.

This Policy sets out the circumstances in which residents will be recharged for repairs and explains the arrangements for payment and conditions that must be met before works are carried out.

Emergency repairs will be completed prior to full payment being received, the cost of which will be recharged to the resident. Other rechargeable repairs will not be undertaken until the resident has paid in full. Affordable payment plans are available to assist residents in financial hardship.

This Policy will ensure that:

A consistent and fair approach is adopted in relation to defining a rechargeable repair.

A consistent and clear message is communicated to residents and staff in terms of actions that will be taken against residents or former residents that have caused damage to our properties; and effective measures are in place to recover costs incurred.

CHL will not look to recover the costs from residents if the damage is as a result of a crime.

2. OUR OBJECTIVES

CHL's responsibility to the people of Cornwall is to spend money wisely, and to avoid unnecessary or unwise expenditure. CHL will strive to recover the costs of repair works carried out due to resident not complying with the terms of their tenancy, or when the property has been vacated.

3. CLASSIFICATION AND RESPONSE TIMES FOR REPAIRS

In alignment with the Interim Repairs Policy, repair classifications are as follows:

- **Emergency repairs:** Addressed within 24 hours due to severe health or safety risks.
- **Urgent repairs:** Completed within 3 to 7 working days, depending on the issue severity.
- **Routine repairs:** Completed within 9 months for non-critical issues.
- **Planned repairs:** Completed within 12 months for larger, external work.
- **Void repairs?**

4. IDENTIFICATION OF RECHARGES

Potential recharges will be identified in a number of ways including:

- When a resident reports a repair to the Service Centre
- When a repairs visit is undertaken when the resident is in residence
- When a resident gives notice to end their tenancy which are identified during pre void visit or immediately after final move out date
- When a resident wishes to undertake a mutual exchange of their property
- When a general visit is undertaken when the resident is in residence
- When the property is empty (a void property)
- When a resident contacts the area office
- Where a resident has undertaken an alteration to a property without permission
- Where a resident has undertaken an alteration to a property with permission, but the work is an unacceptable standard.

CHL will always carry out emergency repairs. If the emergency repair is rechargeable the resident will be advised, they will be recharged for the cost of the repair. Residents may be requested to pay in advance; where this is not possible a payment plan will be agreed. Emergency repairs are defined as those that, if left undone would be a danger to residents or the general public or, could cause damage to the property. If payment of an emergency repair is not possible in advance of the repair being carried out, CHL will still carry out the repair and agree a payment plan with the resident to reimburse costs.

Emergencies and other repair classifications, target times for completion and repairs which are the residents' responsibility are publicised in the resident leaflet on the repairs service.

Recharges will be set at a reasonable rate and include the cost of carrying out the works. All costs are subject to an administration fee of ten per cent plus VAT.

Should a resident wish to carry out a rechargeable repair themselves, they will need to request permission to carry out the work (or CHL may agree with the resident the works to be undertaken if the resident is ending their tenancy and leaving the home). The work will need to be carried out by suitably qualified installers, and any relevant certification will need to be provided on completion.

If the resident asks CHL to complete the repair, then the resident will be informed this will only be approved once full payment has been received unless the work is of an emergency nature or the resident has identified vulnerabilities which would negate the need to recharge. If required, CHL will arrange a payment plan with the resident to facilitate affordable instalments until the total amount of the repair cost has been REPAID at which point the repair will be undertaken.

CHL will inspect completed works to ensure that they meet required standards. If it's agreed the resident is to undertake repairs before their tenancy, failure to undertake those repairs (or undertake them to a poor standard) means CHL will seek to recharge the resident for associated costs in putting things right.

5. WHAT WILL BE RECHARGED?

Examples of recharges include:

- Wilful damage or neglect due to actions of the resident or former resident, household members, invited guests or contractor employed by the resident.
- Alleged break into a property where resident has not reported this to the Police and does not have a crime reference number.
- Any defective items that are not attributable to fair wear and tear.
- Action not taken by the resident, such as reporting repairs.
- Removal of items left in communal areas.
- Clearing properties at any time during a tenancy or at the point the tenancy ends
- Clearing gardens at any time during a tenancy or at the point the tenancy ends
- Making good any alterations carried out by the resident where approval has not been authorised to carry out such works or has resulted in damage to the property or neighbouring property.
- Any damage or repairs caused as result of a breach of tenancy conditions, for example incidents of anti- social behaviour or gaining access to properties to carry out a gas service.
- Call out fees for any out of hours work carried out which is not deemed to be an emergency.
- Where specialist equipment and/or materials have been ordered and

the resident refuses to have them fitted or provide access (with the cost of the equipment / materials recharged)

- Loss of key or key fob.

6. RESIDENT RESPONSIBILITY REPAIRS

Residents can ask CHL to carry out repairs which are classified as the residents' responsibility. These are usually fixtures and fittings which were in working order when the resident signed for the tenancy. These include bath panels, internal doors, toilet seats and replacement locks because of lost keys. CHL will require payment in advance for these non-essential works.

- Internal decorations, such as doors, handles, and hinges.
- Minor repairs, such as replacing light bulbs, batteries, and clearing blockages caused by misuse.
- Repairs due to damage from neglect or misuse.
- Providing access for repairs and gas servicing, ensuring accessibility for scheduled appointments.

7. RESIDENT SUPPORT

If CHL has information that a resident has support needs, CHL will provide additional advice and assistance to help them sustain their tenancy.

8. WHAT WILL NOT BE RECHARGED?

CHL will not make a recharge in the following cases:

- To the family of a resident who has passed away if there is no estate
- When a resident goes into residential care and has no means to pay
- Where a resident has been a victim of a crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police.
- Any damage caused to the home of a resident by someone behaving in a racist or anti-social way or due to domestic abuse, where incidents are reported to us as an act of anti-social or racist behaviour or due to domestic abuse.
- Works that are required due to fair wear and tear of the property as defined by component lifecycles.
- If a faulty security fob needs replacing, and it is returned to CHL.

- Items left in an empty property, such as carpets and fitted wardrobes, where this has been agreed by CHL, for example, for use by the next resident.

9. IMPROVEMENTS

Improvements made to the property will not be recharged where approval to carry out such works has been granted and completed works have been inspected by our surveyor and confirmed in writing. An exception applies where permission granted is conditional, requiring the resident to return the property to its original condition at end of tenancy.

10. APPEALS PROCESS

Current and former residents have the right to challenge repair recharges. Such requests will be considered by the Cornwall Housing Head of Income and Lettings within 10 working days of receipt. Residents also have the option to take advice from an independent source such as the Citizens Advice Bureau, Law Centre or Solicitor.

11. RECOVERY OF RECHARGES

If attempts to recover recharges have been unsuccessful, depending on the level of debt and likelihood of recovery, CHL will decide whether to commission a debt collection service or make a referral to court to recover the debt. These debt recovery costs will be recharged to the resident and include administration costs, interest charges, Court and Solicitor fees, debt collection service fees and VAT.

- Residents are required to pay in advance for all non-emergency repairs deemed rechargeable.
- Emergency repairs will be completed before payment is received. In these cases, a payment plan will be arranged with the resident to cover the costs.
- If a repair involves pre-ordered materials or specialist equipment, and the resident cancels or refuses access, the cost of these items will be recharged to the resident.

12. USE OF RECHARGEABLE REPAIRS INFORMATION

CHL will review rechargeable repairs data to identify residents that persistently

damage their property or have other tenancy breaches. This is to ensure that these residents are identified at an early stage and where necessary the appropriate support can be provided to the resident, or the necessary action taken to prevent further damage being caused.

13. HOW THE POLICY WILL BE DELIVERED

If CHL staff become aware of problems with effective operation of the Policy or the associated procedures, they should report this to the Policy Owner. This feedback will be incorporated into the policy / procedural review process.

Conditional property improvement permissions requiring the resident to return the property to its original condition at end of tenancy will be retained on CHL's records for reference and enforcement when properties become vacant.

14. DIVERSITY & INCLUSION

CHL is committed to treating all people with fairness and respect. CHL aims to create an inclusive environment where people are treated with dignity, inequalities are challenged, and anticipate and respond positively to different needs and circumstances to enable individuals to achieve their potential and foster good relations within the communities CHL serves. CHL wants to be recognised as an organisation delivering fair, inclusive, accessible services and an employer and partner of choice.

When applying this policy, CHL acts sensitively towards the diverse needs of individuals and to reduce discrimination and harassment by making reasonable adjustments such as:

- eliminating discrimination – by providing support to those who need it and information in accessible formats and languages on request.
- tailoring the policy to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community
- advancing equality of opportunity – treating all residents fairly
- fostering good relationships – listening to customers and responding appropriately
- compliant with all aspects of Equality & Diversity legislation, and specifically the Equality Act 2010.

CORNWALL HOUSING

Information Classification: CONTROLLED

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