

## Rechargeable Repairs Policy

Responsible Officer	Ian Johnson, Director of Property Services
This policy is applicable to	Karbon Homes Group
Approved by	KMT
Date approved	29 <sup>th</sup> March 2022
Frequency of review	Every 3 years
Date of next review	March 2025
Implementation date	March 2022
Key related documents (policy, procedure, customer literature)	Rechargeable Repairs Procedure guide and appendices. Repairs and Maintenance Policy and associated documents. Compliance Policies. Karbon Homes Tenants' Handbook.

Version control			
Version number (see note 1)	2	Author of Policy	Philip Headley/ Milo Barnett
Equality Impact Analysis (see note 2)	Initial/Full	Equality Analysis Date	29 June 2018
Privacy Impact Analysis (see note 2)	Initial/Full	Privacy Analysis Date	

Document change history		
Version	Date	Changed sections
2	March 2022	Minor changes / comments 3.7 highlighted

Consultation	
Consultation Group (if applicable)	Date of Consultation (if applicable)
Staff	May and June 2018
Union(s)	Not applicable
Customers	Not applicable
Human Resources / Organisation Development	Not applicable
Health and Safety Working Group	Not applicable
Other stakeholder (please state)	Not applicable

## Policy statement

The repairs that are the responsibility of Karbon Homes Group and those that are the responsibility of the tenant are set out in tenancy agreements and the Tenants Handbook.

If a customer or anyone in their home causes damage, deliberately or through neglect, they must report this to Karbon Homes Group as soon as possible. We expect tenants to arrange for the damage to be repaired, at their own cost, to our satisfaction and within a reasonable time.

Alternately, we will repair the damage and tenants will have to pay for the cost of the work.

If tenants do the repairs themselves, or pay anyone else to do the work, but it does not meet our standards, we will have to carry out work to put this right and charge them for the cost of this work. Normally, we will invoice tenants for anything that they must pay for shortly after they ask us to do the work, or, as quickly as possible after we have done the work.

If damage is caused by a break in or vandalism, we will carry out work to make a home safe. We will not charge tenants anything for this work if they have told us about this kind of damage as quickly as possible and provide us with a crime or incident number to show that it has been reported to the police.

## Risk policy is designed to control

Ensures we meet and exceed regulatory and legislative requirements relating to our repairs and maintenance services.

## Key performance measures

Not applicable.

## Abbreviations

Not applicable.

## Definitions

Where Karbon Homes Group undertakes a repair that has become necessary as a result of damage caused wilfully or through accident or neglect by a customer, a member of their family or an invited visitor to their home, the cost of the repair is regarded as rechargeable.

### 1.0 Purpose of policy

- 1.1 We are committed to providing a cost effective, efficient service whilst meeting all legal and contractual obligations.

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- 1.2 This policy sets out the repairs that customers may be charged for, how they will be identified and states how they will be dealt with.
- 1.3 The tenancy agreements state that customers must keep their property in reasonable condition, plus that when they end their tenancy must leave their home clean and tidy. Customers may be charged the cost of making good any damage that they have caused.
- 1.4 This policy sets out which repairs Karbon Homes Group is responsible for and which repairs are the responsibility of the customer.
- 1.5 All customers are advised at sign-up of their responsibility to pay for rechargeable repairs. This is explained in detail in the Tenants Handbook. Customers will also be encouraged to have adequate household contents insurance in place which will cover all items that are their responsibility.
- 1.6 This policy applies to both tenants (of homes and garages) and leaseholders.
- 1.7 This policy applies to both rechargeable repairs in tenanted and void properties.
- 1.8 The policy also applies to repairs needed in communal and external areas because of customer damage.

## **2.0 Objectives**

- To ensure that as far as possible, property owned by or managed by Karbon Homes Group is looked after and maintained by customers in accordance with their tenancy obligations, and that in default, Karbon Homes Group recovers the cost of any remedial work which it undertakes.
- To recover from leaseholders the costs of repairs chargeable under the terms of a lease, conveyance, or management agreement.
- To potentially enable leaseholders to have planned maintenance carried out by Karbon Homes Group, over and above any contractual obligation, as part of a scheme of planned maintenance in the neighbourhood.
- To ensure effective and timely collection of monies owed in order to maximise income.

## 3.0 Policy detail

### Key principles

3.1 Repairs are recharged in accordance with the following key principles:

- Tenants, future tenants and leaseholders are clearly and effectively informed of their responsibilities with regard to the care and repair of their home, including obligations in their tenancy/lease agreements.
- Karbon Homes Group effectively communicates the policy and recovery procedure to all tenants, future tenants, and leaseholders especially at the time of sign up for new tenants and by a reminder in newsletters.
- The costs to Karbon Homes Group of carrying out repairs that are considered to be the customers responsibility are minimised.
- Customers are required to sign for rechargeable repairs in advance, wherever possible, to accept responsibility for work that may be carried out.
- All repairs that constitute a risk to health and safety or the security of a property are in all circumstances carried out by Karbon Homes Group and costs recovered where possible.
- All rechargeable repairs are invoiced in a timely manner and all monies are recovered in the most cost effective and timely manner.
- Karbon Homes Group will seek to recoup from the tenant or leaseholder all costs incurred in recovering rechargeable repair costs including overheads and legal costs.
- The repair works are carried out to Karbon Homes Group standards and in accordance with the rates for work charged by any subcontractors.
- Repairs have an agreed 28 day standard timescale for recharging.
- Responsibility for dealing with all queries lies with the repairs surveyors. This means the Surveyor who raises the RR owns the complaint/ customer contact.

### Identifying a rechargeable repair

3.2 Karbon Homes Group will only carry out rechargeable repairs where the customer has agreed to the recharge, or

- It is a health and safety matter.
- It is a security matter.
- There is the likelihood of significant property deterioration if it is not completed.

3.3 We may identify rechargeable repairs:

- When a repair is reported by a customer.
- During a repair pre-inspection.
- During a tenancy visit.
- During a pre/post termination inspection.
- During a void inspection

- During any other visit/inspection from a member of staff from Karbon Homes Group or a sub-contractor.
- 3.4 If regular rechargeable repairs are identified at an address, this should be communicated to the relevant housing management team who will take further action e.g. we will investigate the reasons behind the recharges and where necessary, arrange for appropriate support to be provided or look at other options to prevent further damage being caused. We may take legal action if the resident is in breach of their tenancy agreement.
- 3.5 Wherever possible, photographs of damage should be taken in case of dispute. Part of the surveyors operating procedures should be taking relevant photos.
- 3.6 Recharge amounts will be the actual costs incurred by Karbon Homes Group with the application of VAT.

## **Do we recharge?**

- 3.7 If tenants, or their family or guests, cause damage or allow damage to be caused to any part of their homes, whether deliberately or through misuse, Karbon Homes Group will charge for the repair. We use the following criteria to help assess whether to recharge a customer (this list is not exhaustive):
- Whether a customer is considered vulnerable.
  - The level of damage and whether this was wilfully caused.
  - Cost of pursuing the recharge, compared with the cost of the damage.
  - Whether the tenant had permission to make an alteration.
  - The abuse/misuse of our out of hours emergency service e.g. reporting minor repairs out of office hours in order to try to 'jump the queue'.
- 3.8 Officers should seek advice from their line manager if they are unsure whether to recharge a customer.
- 3.9 Where a rechargeable repair is identified but the customer refuses to acknowledge any responsibility, Karbon Homes Group will carry out the works and then seek to recover the costs. The customer will be reminded that they are in breach of their tenancy and further action can be taken.

## **Responsibility for paying recharges**

- 3.10 Customers are responsible for damage that has occurred as a result of deliberate abuse or wilful negligence by them, their household members or visitors.
- 3.11 A customer can choose to undertake the remedial work themselves. Karbon Homes Group will inspect any work undertaken by a customer to ensure it complies with

our current standards. Where a repair fails to meet our current guidelines then we reserve the right to recharge for any remedial work required.

- 3.12 If a customer fails to undertake repairs that have been identified by us by the end of their occupancy, they will be recharged.
- 3.13 However, we may undertake a repair in the following circumstances and recharge the customer without giving them the option of undertaking the work themselves:
- If a repair is needed for health and safety reasons
  - The damage has been caused to a communal or external area.
- 3.14 If a customer disputes the recharge cost then a visit by a member of the surveying team can be arranged to examine the rechargeable repair.

## **Malicious damage**

- 3.15 Should malicious damage or a crime be committed causing damage to Karbon Homes Group property, we will require a police crime number to facilitate potential insurance claims. Should the damage not be reported to the Police then the customer will be required to pay for the repair.

## **Hoarding**

- 3.16 An incident of Hoarding may be reported and we may have to undertake clearance activities if there is a serious risk to health and safety. There may be a recharge for the cost of this work (housing management will decide whether to recharge).

## **Damage caused by the police**

- 3.17 Where damage is caused to a home following a search by the police, a home will be made safe and secure, and the customer may be recharged the cost of doing this if charges follow (this will be determined by a surveyor and housing officer).

## **Tenancy Transfers, Assignment and Mutual Exchanges**

- 3.18 Tenancy transfers should not be agreed until any rechargeable works identified in pre-inspections have been rectified or paid for by the tenant, except in exceptional circumstances as agreed between the relevant housing and property services managers.
- 3.19 Mutual Exchanges will only be agreed subject to all rechargeable work being rectified or paid for by the existing tenant before an exchange is agreed. Exceptions to this policy will only be agreed where there is an overwhelming housing management need to do so. Such exceptions must be agreed in writing by the relevant Housing Manager.

## **Deceased tenants**

3.20 In the case of customers that have died and have outstanding debts relating to repairs, there is a “Write off process”. This means that the deceased customers has no charges to their estate.

## **Exceptions - Tenanted and void properties**

3.21 Where a rechargeable repair is identified and it is considered that because of exceptional circumstances the tenant should not be required to meet the cost or carry out the work, the case is to be referred to the relevant manager for a decision. Their decision must be recorded in writing. Exceptional circumstances would not normally include difficulty in paying for or organising the work. They may include:

- Physical frailty or disability (if linked to the rechargeable repair).
- Mental illness or incapacity combined with financial hardship.
- Damage associated with domestic abuse.

## **Termination of tenancy**

3.22 Properties are inspected at the earliest opportunity prior to termination, including the garden and any shed or outbuilding forming part of the property and tenants are informed of any potentially rechargeable repairs that require attention.

3.23 Tenants who fail to clear the contents of their home including loft space and garden or who leave rechargeable repairs outstanding when they leave the property will be charged within 10 working days of terminating their tenancy.

3.24 Unless previously agreed with Karbon Homes Group, tenants are responsible for the removal of sheds or outbuildings installed by them and Karbon Homes Group may recharge its costs for removal.

## **Missed Appointments**

3.25 Karbon Homes Group may consider the application of a standard charge reflecting its costs against any tenant who misses more than one appointment during a twelve month period for contractors or staff to visit.

## **DIY and unauthorised alternations**

3.26 A customer may apply for retrospective authorisation from Karbon Homes Group for an alteration or addition which they should have requested permission before doing. This will normally be granted providing the work complies with any legislative/regulatory requirements and any appropriate certificates are provided.

- 3.27 Customers will be required to provide any necessary copies of certificates within 7 calendar days, to demonstrate that the work complies with any legislative/regulatory requirements.
- 3.28 Where it is found that an alteration or addition is dangerous, remedial work will be ordered to make safe immediately without providing the customer the opportunity to carry out the work themselves. The customer will be recharged the cost of the remedial work.
- 3.29 Where an alteration is found to be unsuitable, the customer will be given the opportunity to improve it to the required standard or remove it. If the customer does not do so, they will be recharged the cost of remedial works at the end of the tenancy.

**Leaseholders - maintenance chargeable under the terms of a lease, conveyance or management agreement & Leaseholders of individual properties e.g. right to buys – major works and maintenance chargeable under the terms of the lease.**

- 3.30 Costs will normally be recovered through reserves and service charge provision, contained within the lease. However, where there are insufficient funds in the reserves, Karbon Homes Group will invoice the lessee for the outstanding balance.
- 3.31 Where this is likely to cause hardship, Karbon Homes Group may, at its discretion and in agreement with the lessee, allow the recovery of the outstanding balance in one of the following ways:
- Permit repayment over a period of time, not to exceed 5 years.
  - Karbon Homes Group will secure its costs by registering a charge on the property.
- 3.32 Written agreement of the lessee will be sought to either of these courses of action.

**Leaseholders living in a development of similar properties - major works and maintenance chargeable under the terms of the lease, conveyance or management agreement.**

- 3.33 Costs will normally be recovered for each development via the service charge provision, contained in the lease, conveyance, or management agreement. However, where there are insufficient funds to meet costs, Karbon Homes Group may allow a deficit to be carried forward on the account until the costs are recovered. This period of time for recovery should not exceed 5 years. Any period in excess of 5 years must be agreed in writing by the appropriate director.
- 3.34 Alternatively, as and when appropriate, and in agreement with owners, Karbon Homes Group may allow an outstanding balance to be recovered direct from owners in the following ways:



- One off payment
- Permit repayment over a period of time, not to exceed 5 years.
- Karbon Homes Group will secure its costs by registering a charge on the property.

3.35 Written agreement of the lessee will be sought to either of these courses of action.

### **Recovery of costs incurred by the group for work carried out**

3.36 In the event of non-payment, Karbon Homes Group may use debt recovery agencies or legal action to recover outstanding amounts. Legal action may include the use of county court judgements, attachment of earnings orders, or any other action which is appropriate to the circumstances of the case.

3.37 We recognise that not all debts are collectable and therefore it will be appropriate in certain circumstances to classify debts as irrecoverable where pre-determined criteria are met.

3.38 Requests to write-off debts will be dealt with in accordance with Standing Orders and Financial Regulations.

### **Debt prioritisation**

3.39 Where a tenant has multiple debts with the Karbon Homes Group, any payments received will be allocated in the following descending order of priority, unless the customer expressly indicates, or agreement has been made, otherwise:

- Current rent and service charges
- Court costs
- Former tenancy arrears
- Rechargeable Repairs

## **4.0 Customer Vulnerabilities**

4.1 This policy is applied in line with Our Approach To Vulnerability Policy. Everyone matters. We want people to be treated fairly, have equality of opportunities, freedom, respect, and access to our services. We will offer support, reasonable adjustments, and adaptations to remove barriers. We will discuss with our customers what is reasonable and appropriate. In delivering this service we may need to escalate a particular case – if we do then customer vulnerabilities will be considered as part of the decision-making process.

4.2 We will support people with vulnerabilities to deliver this service. We will work alongside external agencies such as social services, the police and fire services and other appropriate agencies to help and support people with vulnerabilities in the delivery of our services but also to ensure we meet our statutory and regulatory

requirements as a social landlord. Details are provided in the appropriate areas in this policy. All our customer policies are available on the website.

## **5.0 Monitoring and Review**

5.1 This policy will be reviewed at least every 3 years. The review will be brought forward if needed due to changes in legislation or regulatory requirements.

5.2 Ian Johnson, Director of Property Services is responsible for the monitoring and review of this policy.

## **6.0 Equality and Diversity**

6.1 This policy is applied in line with Karbon's Equality and Diversity Policy and the associated legislation including the Public Sector Equality Duty and Equality Act 2010. At Karbon we aim to eliminate discrimination, promote equality of opportunity, foster good relations and define the nine protected characteristics of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

6.2 However, we like to go even further. Beyond these protected characteristics we also take into consideration additional factors such as socio-economic status and language barriers which may also play a part. Our vision is for everyone to be treated fairly, have equality of opportunities, freedom, respect and access to our services.

6.3 To help us achieve this, we will work to improve accessibility for all, offering reasonable adjustments, adaptations and discussing ways that we can work to remove any barriers. A reasonable adjustment involves making a change to the way that we usually do things.

6.4 All of our customer policies and key information are made available on the Karbon Homes website. Reasonable adjustments that can help for example to make our information and services more accessible are sign language and language interpreters. We will work to improve accessibility for everybody that we deal with offering reasonable adjustments, adaptations and discussing ways that we can work to remove barriers that you may experience. A reasonable adjustment involves making a change to the way that we usually do things.

6.5 We work together to look at options and agree what adjustments would be reasonable in your individual circumstances. If you would like to find out more please get in touch with the team.

## **7.0 Data Protection and Privacy**

7.1 We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the UK General Data Protection Regulation, the

Data Protection Act 2018 and other associated legislation. This is clearly set out in the Data Protection Policy for the Karbon Homes Group which, along with its associated procedures, must be followed throughout the operation of this policy.

## **8.0 References**

8.1 Karbon Homes Group will ensure that its approach to Rechargeable Repairs is in accordance with guidance from the Regulator. It will ensure that it is compatible with the obligations of existing legislation including but not limited to:

- Equality Act 2010
- Landlord and Tenant Act 1985
- Crime and Disorder Act 1998;
- Anti Social Behaviour Act 2003;
- Housing Act 1985, 1988,1996;
- Data Protection legislation.

## Appendix 1 Rechargeable Repairs

Examples of work which we may charge for are:

- Damaged sinks or toilets.
- Damaged windows or doors and broken glass.
- Floods from washing machines.
- Changing locks due to lost keys.
- Renewing kitchen worktops as a result of scorch marks, knife damage or other misuse.

Generally, customers are also responsible for:

- Repairing and maintaining any fixture, fitting or appliance a tenant or a previous tenant have put in, unless we have an agreement to maintain it.
- Allowing us into a home to carry out repairs, safety checks and any inspections that we need to do.
- Decorating inside a home, including filling minor cracks or holes in walls and Ceilings.
- Taking action to prevent pipes from freezing or bursting.
- Taking action to prevent and control condensation.
- Draught proofing (although customers may be eligible to get help with this).
- Curtain rails, washing lines, tidy driers, door bells, coat hooks, towel rails and toilet roll holders.
- Minor adjustments to kitchen units, cupboards and drawers.
- Cleaning extractor fans.
- Wall and floor tiles (unless supplied by us).
- Securing or replacing toilet seats unless damage is fair wear and tear.
- Bleeding radiators.
- Replacing glass in windows and doors, unless damage has been reported to the police as vandalism.
- Resetting trip switches.
- Replacing plugs and chains on baths, basins and sinks.
- Keeping gully grids clear of leaves and other rubbish.
- Replacing keys or locks when keys are lost or when locked out.
- Adjusting doors following fitting new floor coverings.
- Replacing light bulbs, fluorescent tubes or starters (including external security lights).
- Replacing electrical plugs (not sockets) and plug fuses to your own appliances.
- Clearing blockages in basins, sinks, baths and toilets caused by inappropriate use.
- Dealing with any pests such as ants and wasps nests.