

RECHARGEABLE REPAIRS POLICY

Rechargeable Repairs Policy

Responsible Officer	Group Assistant Director Operations & Support Services
This policy is applicable to	Karbon Group
Policy version	4
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Policy Statement

This Rechargeable Repairs Policy explains when customers may be charged for repairs to their home, garage, communal areas or surrounding property. The policy aims to ensure homes are maintained to a good standard while making sure repair costs are recovered where damage has been caused deliberately, through misuse, neglect, unauthorised alterations, or failure to meet tenancy responsibilities. Customers are informed of these responsibilities when they sign their tenancy agreement and are encouraged to have suitable contents insurance. Karbon Homes Group (the Group) will always carry out repairs that are necessary for health and safety, security, or to prevent further damage, but may recover the cost from the responsible customer.

The policy also sets out how rechargeable repairs are identified, assessed and recovered, while recognising that individual circumstances should be considered fairly. The Group will investigate any disputes, provide opportunities for customers to challenge decisions, and take account of vulnerabilities, disability, mental health needs, domestic abuse and other exceptional circumstances when making decisions about recharges. The policy outlines customers' repair responsibilities, arrangements for former tenants and leaseholders, and the approach to recovering outstanding debts. Overall, the policy is intended to balance protecting homes and neighbourhoods with providing a fair, transparent and customer-focused service.

Risk the policy is designed to control

1. Health and Safety.

Key performance measures

Value of rechargeable repairs invoiced

Definitions

No applicable.

Abbreviations

No applicable.

Policy Detail

1.0 Purpose of policy

- 1.1 We are committed to providing a cost effective, efficient service whilst meeting all legal and contractual obligations.
- 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 the Group is responsible for and which repairs are the responsibility of the customer. Please see Appendix 1 for more information.
- 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 both tenanted and void properties.
- 1.8 The policy also applies to repairs required in communal and external areas because of customer damage.

2.0 Objectives

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

3.0 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 communal areas and including obligations in their tenancy/lease agreements.
- The 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 through regular Group corporate communications, such as magazine, newsletters, website stories and social media.
- The costs to the 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 the Group and costs recovered where possible.
- The Group will seek to recoup from the tenant or leaseholder all costs incurred in recovering rechargeable repair costs including overheads and legal costs.
- All repair works are carried out to Group standards.
- We aim to invoice rechargeable repairs within 28 days.

Identifying a rechargeable repair

- 3.2 The 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 the 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 by trade operatives or surveyors in case of a dispute.
- 3.6 Recharge amounts are available on our website and will be reviewed by the Group on an annual basis.

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, the 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'.
- 3.9 Where a rechargeable repair is identified but the customer refuses to acknowledge any responsibility, the 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. If a customer feels they have been charged for works unfairly, they should contact the Karbon Property Services Administration team who will investigate this. If a customer is dissatisfied with the outcome of this query, they are invited to log a complaint which will be dealt with in line with our Complaints, Compliments and Suggestions policy.
- 3.10 If a customer disputes the recharge cost, then a visit by a member of the surveying team can be arranged to inspect the rechargeable repair.

Responsibility for paying recharges

- 3.11 Customers are responsible for damage that has occurred as a result of deliberate abuse or wilful negligence by them, their household members or visitors.
- 3.12 A customer can choose to undertake the remedial work themselves. Where requested, the Group will endeavour to provide an estimated cost of works to inform this decision. The Group may 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.
- 3.13 If a customer fails to undertake repairs that have been identified by us by the end of their occupancy, they will be recharged.
- 3.14 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.

Malicious damage

- 3.15 Should malicious damage or a crime be committed causing damage to Group property, we will require a police crime number from the customer. Should the

damage not be reported to the Police then the customer will be required to pay for the repair.

Hoarding

- 3.16 We may have to undertake clearance activities if there is a serious risk to health and safety in cases of hoarding. There may be a recharge for the cost of this work (housing management will decide whether to recharge). Further details can be found in the hoarding policy.

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.

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 customer 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. 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 recharged for the cost of undertaking this work.
- 3.24 Unless previously agreed with the Group, tenants are responsible for the removal of sheds or outbuildings installed by them and the Group may recharge its costs for removal.

Missed Appointments

- 3.25 The 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 the 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 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 and where the lease allows, the Group will invoice the lessee for the outstanding balance.
- 3.31 Where this is likely to cause hardship, the Group may, at its discretion and in agreement with the lessee, allow the recovery of the outstanding balance in one of the following ways:
- In line with Financial Conduct Authority requirements, we may permit repayment over a period of time not exceeding 5 years.
 - The 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, the 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, the Group may allow an outstanding balance to be recovered direct from owners in the following ways:

- One off payment
- In accordance with the financial conduct authority (FCA), we may permit repayment over a period of time, not exceeding 5 years.
- The 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, the 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.

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 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 Customers in Vulnerable Circumstances Policy. We want people to be treated fairly, have equality of opportunities, freedom, respect, and access to our services.
- 4.2 We will support people in vulnerable circumstances to help us 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 in vulnerable circumstances and to ensure we meet our statutory and regulatory requirements as a social landlord.
- 4.3 Policies and key information are made available on our 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 The Group Assistant Director – Operations & Support 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 our Inclusion and Belonging Policy. This includes the legal requirements of the Equality Act 2010, Workers Protection Act 2023 and the Public Sector Equality Duty.
- 6.2 At the Karbon Group 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.
- 6.3 If you would like this or any other policies in a different language or format please contact inclusion@karbonhomes.co.uk.

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 Group which, along with its associated procedures, must be followed throughout the operation of this policy.

8.0 References

- 8.1 The 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:
- Regulatory framework for social housing in England
 - Equality Act 2010
 - Landlord and Tenant Act 1985
 - Crime and Disorder Act 1998;

- Anti Social Behaviour Act 2003;
- Housing Act 2004
- Data Protection Act 2018

Appendix 1: Responsibility for repairs to your home

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.

The Group is responsible for the following:

- To keep in repair the structure and exterior of your home including:
- Drains, gutters and external pipes
- The roof
- Outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating
- Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration
- Chimneys, chimney stacks and flues but not including sweeping
- Pathways, steps or other means of access
- Plasterwork
- Integral garages and stores
- Boundary walls and fences
- To keep in repair and proper working order any installation provided by us for space heating, water heating, sanitation and for the supply of water, gas and electricity, including:
- Basins, sinks, baths, toilets, flushing systems and water pipes.
- Electric wiring, including sockets and switches, gas pipes and water pipes.
- Water heaters, fireplaces, fitted fires and central heating installations.

Any item damaged by you, that would normally fall to us to repair in accordance with this clause, may be repaired by us subject to a recharge agreement with you for the repair cost.

Please note that we are only responsible for the water, electric and gas supply inside the property (after the meter or stopcock).

Your responsibility for repairs

You must keep your home clean and maintain a tidy garden.

You are responsible for keeping your property in a reasonable condition by letting us know as soon as you notice a repair is needed and taking action to prevent it from getting worse.

Generally, you are also responsible for:

- Repairing and maintaining any fixture, fitting or appliance you or a previous tenant have put in, unless we have an agreement to maintain it for you.

- Allowing us into your home to carry out repairs, safety checks and any inspections that we need to do.
- Decorating inside your 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 you may be eligible to get help with this)
- Curtain rails, washing lines, tidy driers, doorbells, 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 you have reported the damage 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 you get locked out.
- Adjusting doors when you have fitted new carpet.
- Replacing light bulbs, fluorescent tubes or starters within your home (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 (please see the Group Pest Control policy [here](#) for more information).

We can give you more information and advice about these matters and if you are suffering from ill health, are vulnerable or disabled and have nobody to help you, we may be able to do some of this work for you for a charge.