

# Rechargeable Repairs Policy

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## Rechargeable Repairs Policy

Responsible Officer	Assistant Director – Operations & Support Services
This policy is applicable to	Karbon Homes Group
Approved by	KMT
Date approved	29 <sup>th</sup> May 2025
Frequency of review	Every 3 years
Date of next review	May 2028
Implementation date	May 2025
Key related documents (policy, procedure, customer literature)	Complaints, Compliments and Suggestions policy Hoarding Policy Karbon Homes Tenants' Handbook Pest control Policy Repairs and Maintenance Policy and associated documents Building Safety & Compliance Policies

### Version control

Version number (see note 1)	3	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
3	May 2025	Minor changes and full review of policy.

### Consultation

Consultation Group (if applicable)	Date of Consultation (if applicable)
Staff	May and June 2018
Union(s)	
Customers	
Human Resources / Organisation Development	
Health and Safety Working Group	
Other stakeholder (please state)	

## **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.

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.

## **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**

Not applicable.

### **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 Karbon Homes 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 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.
- 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 Karbon Homes 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 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 communal areas and 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 through regular Group corporate communications, such as magazine, newsletters, website stories and social media.
- 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.
- 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.
- All repair works are carried out to Karbon Homes Group standards.
- We aim to invoice rechargeable repairs within 28 days.

### **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 by trade operatives or surveyors in case of a dispute.

- 3.6 Recharge amounts are available on our website and will be reviewed by Karbon 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, 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'.
- 3.9 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. 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, Karbon Homes will endeavour to provide an estimated cost of works to inform this decision. Karbon Homes 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 Karbon Homes 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 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 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, Karbon Homes 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:

- In line with Financial Conduct Authority requirements, we may permit repayment over a period of time not exceeding 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
- In accordance with the financial conduct authority (FCA), we may permit repayment over a period of time, not exceeding 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.

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 The 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 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/procedure.

## **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:
- 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.

Karbon Homes 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 [Karbon Homes 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.