



The Langstane Group

Rechargeable Repairs Policy

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Board Approval Date	19 October 2020
Implementation Date	1 November 2020
Review Date	October 2023
Version	2

Version	Date approved	Changes
Version 1	Unknown	New Policy
Version 2	19 October 2020	Updated to current policy format Minor changes to wording and grammar Emphasise requirement for upfront payment

1. Introduction

Langstane Housing Group is a Co-operative and Community Benefit Society, and a registered social landlord with charitable status. The Langstane Group (Langstane) consists of Langstane Housing Group Limited and its wholly owned subsidiaries. Langstane Property Ltd, Langstane Maintenance Ltd and Langstane Development Ltd.

This policy applies to rechargeable repairs in relation to all properties owned and/or managed by Langstane Housing Association and its subsidiary Langstane Property Ltd.

Langstane Housing Association is committed to providing a cost effective, efficient service whilst meeting all its legal and contractual obligations. This policy sets out the items that existing and former tenants may be charged for, how the items charged for are identified and also how they will be dealt with.

The Tenancy Agreement (SST & SSST) states that the tenant, those living with the tenant and their visitors must take reasonable care to prevent damage to the property, decoration, any furniture provided, the fixtures and fittings, the common parts and the neighbouring properties. The Tenancy Agreement also states that before moving out of the house the tenant should do the following:

- Leave the house in a clean and tidy condition
- Leave the house in good decorative order
- Remove all belongings
- Remove any fixtures and fittings which have been installed without written permission and put right any damage caused.
- Do the repairs they are obliged to do
- Apply for compensation for alterations or improvements (where permission was previously approved)
- Allow housing officer's access to the house at reasonable times before moving out to show new tenants round and to carry out a pre-termination visit

Where a tenant has caused damage to a property or has carried out alterations or improvements to their property without permission, the Association is entitled to request that the property be restored to its previous condition during, or at the end of, the tenancy. Where tenants do not carry out corrective work the Association will carry out the work and is entitled to recharge the tenant.

All tenants are advised at the time of signing for a property that they should have adequate household contents insurance in place, including the option of covering accidental damage.

2. Policy Statement

This policy sets out which repairs Langstane are responsible for and which repairs are the responsibility of the tenant and details the recharge process from identification of a rechargeable repair through to invoicing for rechargeable repairs.

3. Objectives

The objectives of the policy are to:

- Promote a responsible attitude by tenants towards their property by ensuring that costs are pursued from those who neglect their property or deliberately cause damage
- Ensure rechargeable items are dealt with transparently and efficiently
- Recover the cost of rechargeable items from current and former tenants.
- Maximise income through the recovery of debts owed relating to rechargeable repairs

4. Links to other policies

This policy links to other Langstane policies and procedures including:

- Responsive Repairs Policy
- Rent Management Policy
- Former Tenant Debt Recovery Policy
- Voids Management Policy and Lettable Standard
- Allocations Policy
- Complaints Handling Procedure

5. What is the Definition of a Rechargeable Repair?

Rechargeable repairs include:

- Repairs required as a result of deliberate damage or damage as the result of neglect
- Repairs required as a result of unauthorised or unsatisfactory alterations or improvements to the property
- Accidental damage caused by the tenant, household, or visitor to the tenant's property
- Charge for a service which has been provided by the Association, at a tenant's request, such as a lock change or replacement keys tenants will be asked to pay for such services upfront
- The cost of items agreed with customers as their responsibility in the specified circumstances below
 - The cost of removing unauthorised goods left at the property on tenancy termination
 - The cost of removing and disposing of 'flytipping' which is traced back to a tenant
 - Damage to furniture provided as part of an inventory or missing items of furniture

6. Identifying Rechargeable Repairs

A rechargeable repair may be identified in a number of ways:

- When a repair is reported by a tenant
- Through a repair pre-inspection
- During any routine visit to a property

- Through a pre-termination visit
- Through a void inspection

Please refer to the section on 'Exemptions to paying for rechargeable items' for details of the circumstances in which a repair will not be rechargeable

If a tenant disputes the recharge cost then a visit by a Property Inspector can be arranged to examine the rechargeable repair job.

Where the tenant fails to carry out repairs that they are obliged to they will be recharged the cost of the remedial work.

If a rechargeable repair has not been completed at the time of the post inspection visit, or if it does not meet the British Standard or the Association's minimum standard, Langstane will arrange for the work to be corrected and subsequently recharge the tenant for this work.

7. Deliberate Damage or Damage as the Result of Neglect

Tenants are responsible for all damage to their property. For complex cases of deliberate damage or damage as a result of neglect a Property Inspector will visit the property where needed to determine the extent of the work required.

The tenant is expected to organise repairs which are their responsibility. The Association will inspect any work carried out by the tenant to ensure it complies with current standards. Where the work fails to meet the standards, the Association reserves the right to recharge for any remedial work required.

If a tenant asks the Association to complete repairs that are the tenant's responsibility, then the rechargeable amount must be paid by the tenant in advance of the work being carried out except where:

- The repair is required for health and safety reasons, for example a damaged fire door
- The repair is required to maintain the structural integrity of the property or to make the property wind and watertight
- The damage is detrimental to the appearance of the property or the area/neighbourhood, for example, a boarded up window
- The damage has been caused to a communal or external area

In these circumstances the Association will carry out the repairs at the time they are identified and will recharge to cost of the repair.

8. Unauthorised Alterations/Improvements to the Property

A tenant can apply for retrospective permission for an alteration or improvement. This will normally be granted providing the work complies with regulatory requirements and has been carried out by a competent tradesperson and any appropriate certificates are provided.

Tenants will be required to provide copies of certificates to demonstrate that the work complies with any regulatory requirements.

Where it is found that an alteration or improvement (whether authorised or unauthorised) is unsafe or has caused structural damage, remedial work will be ordered to make safe immediately without providing the tenant the opportunity to carry out the work themselves. The tenant will be recharged the cost of the remedial work.

Where an alteration or improvement is found to be unsuitable, the tenant will be given the opportunity to improve it to the required standard or return it to its original condition. If the tenant does not do so, the Association will carry out the remedial work and the tenant will be recharged the cost of remedial works.

9. Transfers and Mutual Exchanges

When a tenant has been selected for an offer or has applied for a mutual exchange, the Housing Services Team staff will complete a visit at the tenancy address.

- a) Transfers - Where standards are poor, the tenant will be given time to remedy the situation. This will be at the discretion of the Team Leader who will take into account the condition of the property and the status of the void being offered.

Where standards are failed, the offer of transfer will not be made to the tenant, and the application overlooked. The Housing Services Officer will continue to monitor the condition of the property and the progress of the improvements, and any tenancy sustainment issues should be dealt with at this time.

- b) Mutual Exchange – The Housing Services Officer will visit the property and advise the tenant if it meets the lettable standard and if it does not the mutual exchange will be refused. The tenant will be advised why the property has failed the lettable standard and may carry out the necessary repairs and reapply for a mutual exchange in the future.

10. Rechargeable Repairs Identified at the End of the Tenancy

Where a tenant gives notice that they wish to end their tenancy, a pre-termination visit will be carried out by the Association. The Officer will identify any visible repairs required and discuss possible recharge items. This may not be a definitive list of rechargeable repairs as some changes may be made by the tenant between the pre-termination visit and the termination date or some repairs may be hidden by furniture or belongings.

The tenant will be given the opportunity to rectify any identified repairs before handing back the keys to the property. However, once the keys have been handed back to the Association the tenant will not be allowed back into the property to carry out any outstanding repairs. If there is any question regarding the suitability of an alteration or improvement a Property Inspector will visit to assess the work and give the necessary advice.

When a property becomes empty a Property Inspector will inspect the property. The inspector will take photographs of any rechargeable items, for example where:

- the tenant has not carried out the repairs identified at the pre-termination visit
- the tenant did not carry out the required repairs satisfactorily
- damage has occurred or repair work identified following the pre-termination inspection

- the tenant left the property without giving notice
- the tenant did not allow a pre-termination visit to take place
- the tenant did not adhere to the items to be left, agreed in the pre-termination visit

If a tenant has installed an electric shower without permission the shower will be checked to ensure it meets the required standards. If it meets the required standards the Association will take on responsibility for its future maintenance and the tenant will not be recharged. If the shower does not meet the required standards, it will be removed and the tenant will be recharged.

If the tenant did have permission to install a shower it will be left in the property, provided that it continues to meet the required standards. If it no longer meets the required standards, it will be removed but the tenant will not be recharged.

The tenant will be charged for the cost of removing any unauthorised items that they have left at the property. Authorisation can be given for some items to be left at the property. An agreement on what items can be left is to be signed by the tenant at the pre-termination visit, or noted on the QL system once authorised by a Team Leader.

If electric or gas appliances such as built in ovens and hobs etc. have been fitted by the tenant and have been left in the property on termination they will be checked to ensure they meet the required standards. If they do not meet the required standards, they will be removed and the tenant will be recharged. If the tenant removes any electrical items and leaves the wires in an unsafe manner the tenant will be recharged for making this safe.

The tenant will be charged for the removal of all non-compliant lighting installed in the property as these fail to meet electrical standards.

Invoices are raised for recharges and issued to current or former tenants to enable them to make arrangements for payment of the recharge. Failure to repay any outstanding monies will result in recovery action, in line with the Former Tenant Debt Recovery Policy or Rent Management Policy.

Where the tenancy is being terminated due to the occupant entering a nursing home or because of death, the person responsible for terminating the tenancy is expected to arrange for the property to be emptied. Where the Association has to dispose of items to empty a property in the case of the death of a tenant, a recharge will be raised and charged to the person's estate.

11. Damaged or Missing Items from Furniture Inventory

If items are missing from a furniture pack provided by the Association the tenant or former tenant will be contacted (if possible) and given the option to return the furniture. If it is returned no action will be taken unless it is damaged.

If the items are not returned or they are damaged, a recharge will be raised on the tenant or former tenants account.

Damage caused by fair wear and tear is not subject to recharge.

12. Calculating the Cost of Rechargeable Repairs

Once it has been established that a repair is the responsibility of the tenant and is rechargeable, the tenant will be advised of the estimated cost of the rechargeable repair. The cost of rechargeable repairs is based on current repair costs.

If the repair does not fall into the “emergency repair” category, the tenant will have the opportunity of completing the repair themselves prior to termination of their tenancy and on occasion an extension of time may be granted. These extensions will be determined on the specifics of the work. It should be explained to the tenant that on completion, the repair must meet any relevant British Standard and the Association’s minimum standard.

13. Payments for Rechargeable Items

An invoice will be raised for the recharge and sent to the tenant or former tenant. Tenants will be offered the full range of payment methods. Where the invoice is not paid recovery action will take place to collect the money owed, in line with the Former Tenant Debt Recovery Policy or Rent Management Policy.

14. Enforcement Action

Where a tenant has caused serious damage to their property and/or has caused damage to their property on repeated occasions, enforcement action may be taken for breach of tenancy, in addition to charging the tenant for the cost of the repair.

Where a tenant has caused intentional criminal damage to their property enforcement action may be taken for breach of tenancy, including in some instances serving Notice to seek possession of the property, in addition to charging the tenant for the cost of the repair.

15. Exemptions to Paying for Rechargeable Items

No recharge will be made in the following circumstances:

- If the damage is a result of a malicious act by a third party and a crime number has been provided to the Association within 7 calendar days (an incident number will not be sufficient).
- If the damage is caused as a result of domestic violence, harassment or hate crime and this has been reported to the Housing Services Team. In these circumstances, we would not require a crime number from the police.
- Where the tenants are victims of damage caused by anti-social behaviour and this is being investigated by the Association.
- Where entry is forced due to concerns about the wellbeing of the tenant
- Discretion will be used where the tenant is elderly or infirm and has no capacity to perform a repair or pay for one. This is at the discretion of the Director of Asset Management.

16. Appeals and Complaints

If a tenant is not happy that a repair has been categorised as rechargeable or they are not happy about the amount they have been charged, an appeal can be made against

the decision. The appeal will be dealt with by the Property Services Team Leader or Manager (whoever was not involved in the original decision).

If a customer is not happy with the way that their situation has been handled or the decision of an appeal they have made they should make a complaint through the Complaints Handling Procedure.

17. Responsibilities

a) Tenants are responsible for:

- Carrying out repairs which are their responsibility, in line with their tenancy agreement and the Responsive Repairs Policy
- Obtaining permission before carrying out alterations or additions to their property
- Repairing any damage they cause or meeting the costs if the Association carries out the work on their behalf
- Ensuring prompt payment for rechargeable items, or pre-payment where the Association agrees to complete work which is the tenant's responsibility

b) Housing Services staff are responsible for

- Identifying rechargeable repairs at pre-termination visits
- Agreeing with tenant what items can be left in the property on termination
- Identifying tenants who may be exempt from paying for rechargeable items
- Advising any prospective tenant of their obligation to repay any recharge prior to any new offer of accommodation being made – substantial unpaid recharges will result in the refusal of a mutual exchange or transfer application. (See the Allocations Policy for details)
- Ensuring that outstanding invoices due from current tenants are pursued in line with the Former Tenant Debt Recovery Policy and Rent Management Policy
- Implementing effective procedures to maximise collection of the income owed to the company from former tenants

c) Property Services staff are responsible for:

- Identifying rechargeable repairs when they are reported into the Association
- Identifying additional rechargeable repairs during voids inspections
- Raising a job with the appropriate recharge code to allow identification of the invoice to be raised.
- Identifying tenants who may be exempt from paying for rechargeable items.
- Dealing with complaints or appeals in relation to rechargeable repairs

d) The Finance Section are responsible for:

- Creating an account to allow the invoicing of rechargeable items
- Raising and issuing an invoice to the current or former tenant for the recharge

e) All staff are responsible for:

- Taking note of neglect, damage or unauthorised alterations to properties which they identify during home visits and reporting them to the appropriate team (Housing Services for neglect or Property Services for repairs and alterations issues). The appropriate team will contact the tenant and advise them of what is needed to bring the property up to standard, giving a timescale for the work to

be carried out. If the work is not carried out within the given timescale the Association will determine whether it is necessary to carry out the work and, if so, will arrange the work and recharge the cost to the tenant.

Where the identified work is considered an emergency (see Section 7) then the work may be carried out by the Association immediately and the tenant recharged.

18. Monitoring and Review

The activity relating to recharging for repairs work is regularly monitored and reports are used in order to monitor day-to-day efficiencies as well as to fulfil wider reporting obligations.

There are large volumes of customer enquiries which relate to recharges for repairs work. Comprehensive records and clear procedures ensure that there is transparency in the way the rechargeable repairs work is carried out by the team.

The Property Services Team will regularly report on:

- The number of rechargeable repairs items raised and their type
- The number of enquiries received by tenants about recharges and any lessons learned which can improve the service

Information about rechargeable repairs activity will be available to tenants in order to ensure that awareness of the policy is maintained. The Property Services Team will also ensure that information explaining how and why recharges are made is available to tenants in the handbook, information leaflets, via the newsletter, and on the website/social media. Information relating to this policy is made available in other languages or formats upon request.

Reports on rechargeable repairs will be made on a monthly basis to the Director of Asset Management

Right to complain

In the event you are not satisfied with the service you have received, please contact the Association for a copy of the Complaints Policy. This can also be viewed on Langstane Housing Association's website – www.langstane-ha.co.uk

Equality and diversity

The Langstane Group / Langstane Housing Association is committed to promoting equality and diversity across all areas of work. Discrimination or harassment of any kind is not tolerated.

If you would like this document sent to you in large print, please contact Support Services on 01224 423000.