



# CHARGEABLE REPAIRS POLICY

# DOCUMENT CONTROL

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Rochdale Boroughwide Housing Limited is a charitable community benefit society.

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## 1. Introduction

- 1.1 Chargeable repairs are generally defined as repairs that are the tenant's responsibility in accordance with the tenancy agreement and RBH's Responsive Repairs Policy.

This includes any repair that would normally be RBH's responsibility but which RBH have determined to be chargeable because it has arisen due to the tenant(s), a member of their household or visitors neglect, wilful damage or accidental damage. This applies until the tenancy is terminated.

Some repairs will occur as a result of an accident and not because of wilful damage. In most cases the repairs will still be chargeable to the tenant. Details of exceptions and discretion are detailed in Section 5.

Charges may also occur as a result of unauthorised alterations.

Charges may also be incurred as a result of a tenant failing to provide access for an emergency repair.

- 1.2 Repairs required at the end of a tenancy which are due to damage caused by the tenant will be chargeable.
- 1.3 Tenants will be held responsible for the actions of others who visit or live at the property.

## 2. Our Values

- 2.1 Our core values are the heart of the business and are the principles and standards that influence the way we work and behave. They create unity amongst employees and tenants promoting membership and commitment to working together to make a difference in our communities through the delivery of exceptional services that are innovative, forward thinking and mutually beneficial. They are:

- **Responsibility** – We take responsibility for, and answer for, our actions  
*RBH recognise that we are not recouping the costs incurred through chargeable repairs. This policy will ensure income maximisation.*
- **Equity** – We carry on our business in a way that is fair and unbiased  
*This policy will ensure that there is a consistent and transparent approach to chargeable repairs and provide guidance on the circumstances where discretion may be exercised to protect vulnerable customers.*
- **Democracy** – We give our members a say in the way we run our business

*This policy has been devised in consultation with customers and employees of RBH.*

- **Pioneering** – We will seek to be a leader in the way we meet challenges and seek solutions

*Whilst charging for repairs in advance has been implemented by other housing providers, RBH recognises that this policy will contribute to its financial stability by efficiently managing its assets and delivery of its services.*

- **Openness & Honesty** – We will share information, do what we say we will do and when we make a mistake we will own up to it

*This policy along with the Responsive Repairs Policy identifies the responsibilities of RBH customer and employees. The policy includes an appeals process which will ensure fair treatment for all.*

- **Caring** – We will listen and respond to the needs of our members, tenants and employees

*RBH recognises the need to continue to assist customers with the maintenance of their homes but also that RBH must recover the cost of such assistance.*

- **Championing** – We will encourage members to take responsibility for our communities and work together to improve them.

*This policy will assist customers to manage and maintain the Society's assets and ensure that RBH delivers the service in the most effective way, delivering value for money and improving performance.*

## **Our Corporate Objectives**

- 2.2 Underpinning the RBH Corporate Strategy are 3 key organisational objectives. Everything we do as a society including projects, offer document promises or service delivery is done to meet these objectives:

**Objective 1 - Getting our Core Services Right**

**Objective 2 – Supporting People and Places**

**Objective 3 – Membership and Business Resilience**

- 2.3 Income Collection is fundamental to meeting all of the above objectives. As a mutual society it is essential that we maximise income collection, the future success and business resilience of RBH depends on it. RBH needs to create an income collection culture amongst all employees, creating understanding and responsibility for all areas of the business to promote ways to pay rent and other charges at every opportunity.

### **3. Purpose of the Policy**

- 3.1 The purpose of this policy is to ensure there is a consistent and transparent approach to Chargeable Repairs and to define payment arrangements and recovery arrangements to ensure maximisation of income. This policy will be accompanied by a detailed procedure which will specify the level of charges to be made and provide guidance on the administration of the policy in practice.
- 3.2 The policy will provide guidance on the circumstances where discretion may be exercised and provide the basis for calculating the amount of the charge.

### **4. Tenants Contents Insurance**

- 4.1 RBH offers all tenants the opportunity to take out Contents Insurance. The premiums are added to the rent account each week and paid along with rent and other charges. Unlike many “private” insurance covers, this scheme provides cover for Tenants Liability, i.e., cover for what the tenant is legally liable for as long as the damage is caused by an insured risk.
- 4.2 New tenants will be made aware of the procedure for chargeable repairs and encouraged to join the Tenants Contents Insurance scheme.
- 4.3 RBH organises regular campaigns to promote the insurance scheme. This includes text message campaigns, mailshots and promotions online.

### **5. Discretion and Exceptions**

- 5.1 Carrying out works that are the tenant’s responsibility will be carried out at the discretion of RBH unless it is a health and safety issue or not carrying out the work may have a detrimental effect on the RBH home. Where there is an immediate danger to health and safety of the occupant or an immediate risk of damage to the building, RBH will respond within 2 hours and aim to complete works within 24 hours. This is in accordance with the Responsive Repairs Policy.
- 5.2 There may be exceptional circumstances where RBH may want to waive the charge. Each case will be considered on its merits and typically these may include reasons such as health, vulnerability and disability. We would ask tenants to make RBH aware of issues or considerations to be taken into account which could influence such decisions. The approval to waive the charge will be authorised by the Responsive Repairs Manager. Where the Responsive

Repairs Manager does **not** agree to waive the charge this will be referred to a Rents & Payments Manager who will review this decision.

- 5.3 Where appropriate RBH tenants will be assisted to access the Handyman Scheme to assist with required repairs .
- 5.4 **Right to Repair** – In accordance with the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, RBH operates a Right to Repair Scheme which enables tenants to arrange for repairs to be carried out by an external contractor where RBH has failed to meet its repairs obligation. In certain circumstances the customer may be eligible for compensation.

## **6. Amount Payable**

- 6.1 There is a Schedule of Rates set out in the Responsive Repairs Policy for the most common recurring chargeable repairs, e.g. lock changes, re-glazing, repairs to internal doors etc.
- 6.2 The Schedule of Rates for chargeable repairs will be reviewed annually.
- 6.3 For non standard items, an inspection will be carried out and the customer will be given an estimate of the cost of the works and must accept the cost of the works and arrange payment before any works take place.

## **7. Payment in Advance**

- 7.1 If a tenant asks that a repair be completed by RBH, payment in advance must be requested. The tenant should also be advised that it may be cheaper to arrange the repair themselves. If a tenant informs us that they intend to have the work carried out privately, permission should be given in writing by RBH and the works should be undertaken by a suitably qualified tradesperson. RBH will arrange for the work to be inspected once completed.

## **8. Agreement to Pay By Instalments**

- 8.1 If the tenant is unable to meet the full request of the repairs immediately, payment by instalments may be agreed as detailed in the chargeable repairs procedure.
- 8.2 An administration charge will be added where the full cost is not paid in advance. The administration charge will be 10% of the total sum of the chargeable repair, up to an agreed cap contained in the chargeable repairs

procedure, initially set at £25, and to be reviewed annually. This charge will cover the administration of the Charges Accounts and the additional transaction fees incurred by RBH by accepting payments by instalments.

- 8.3 If a tenant agrees to pay the instalments and their rent by Direct Debit, the administration fee will be waived as there is no additional transaction cost incurred by RBH.
- 8.4 With the exception of emergency repairs or where there is a health and safety issue, works will not be carried out until payment has been made in full.
- 8.5 In exceptional circumstances where the repairs are of an emergency nature and it is not possible to collect the payment in advance, the customer must accept responsibility for the cost of the work before any work is carried out.

## **9. Recovery of Charges**

- 9.1 In situations where the customer does not pay the charge or fails to keep to an agreed repayment plan, RBH will take recovery action as necessary in accordance with the Income Recovery Procedure. This arrears escalation process will include texts, telephone calls, letters and visits to the customer's home to facilitate collection of the charges.
- 9.2 Income generated through rent and other charges, including chargeable repairs is fundamental to RBH being successful in achieving its corporate objectives and delivering its Offer Document promises. It has been recognised by our Board and Representative Body that in order to maximise income collection, it is necessary to have a robust Income & Rent Collection policy that is clear, consistent and firm but fair. This will enable us to deliver service improvements that meet our objectives and ensure value for money.
- 9.3 Whilst a chargeable repair remains unpaid any subsequent requests for chargeable repairs will not be approved.

## **10. Empty Homes Charges**

- 10.1 On receipt of Notice to Terminate a tenancy, an inspection will be carried out to determine the condition of the property which will include photographs. Any unauthorised alteration / damage to the property will be recorded and the tenant will be informed as to what is required to restore the property to the original condition and that they will be charged if the work is not carried out.

10.2 When the property is vacated an inspection of the property is carried out and photographic evidence of any damage or alterations is taken.

10.3 In these instances the customer will be charged for the costs of works to repair / re-instate the property. These charges will be subject to the Rents & Payment Team Arrears Procedures. These procedures involve telephone calls and letters and may ultimately result in the outstanding debt being passed to our Income Collection Partner.

#### 10.4 **Transfers**

Unless there are mitigating circumstances or other compelling reasons, for example a medical or urgent rehousing need, RBH will not approve any request for a transfer where the amount of chargeable repairs outstanding is above the limit specified in the accompanying procedure, to be reviewed annually (currently £250 as at September 2016). The decision as to whether to allow a transfer to proceed will rest with the Neighbourhood Housing Officer with a review to the Neighbourhood Housing Manager.

### 11. **Equality and Diversity**

11.1 A full Equality Impact Assessment has been completed and presented to the Services For All Group.

### 12. **Monitoring**

12.1 This policy, including any other related procedures, will be monitored on a regular basis by the Homes Panel with the first monitoring report presented to the panel after April 2017.

12.2 Collection of chargeable repairs under the new Policy will be compared to the previous method.

12.3 Statistics to show what type of repairs are being carried out will be produced.

12.4 Year on year comparisons of charges made and cash recovered.

12.5 This information will be presented to EMT as part of the monthly Finance updates.

12.6 Appeals will be monitored to ensure this change isn't negatively impacting our vulnerable customers.

### **13. Review**

13.1 All RBH strategies, policies, service standards and procedures are reviewed on a regular basis in order to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.

13.2 This policy will be reviewed annually by the Head of Income and Housing Access in order to ensure its continued appropriateness and formally reviewed and submitted to the appropriate 'approving body', in this case EMT, at least once every three years.

### **14. Links with other RBH strategies, policies and procedures**

14.1 This policy links to:

- (i) Income & Rent Collection Policy
- (ii) Rents & Payment Team Procedures
- (iii) Tenancy Agreement
- (iv) Tenancy Policy
- (v) Responsive Repairs Policy
- (vi) Complaints, Compliments and Comments Policy
- (vii) Equality & Diversity Policy

### **15. Consultation**

15.1 Consultation carried out included:

Meeting with tenant and employee members – July 2016  
Creation and approval of Chargeable Repairs Procedure with employees from all relevant teams – July – September 2016  
Consultation with Legal Team – July 2016  
Facebook Forum – July 2016  
Approval from Homes Panel – 8<sup>th</sup> August 2016

Communication to all tenants to be included with statements, funded by Aon –  
September 2016  
Approval of Relevance & Equality Impact by Services for All – August 2016