



Rechargeable Repairs Policy



Contents

1. Purpose and Context
2. Policy Statement
3. Policy
4. Review

DOCUMENT MANAGEMENT	
<i>Approved by:</i> <i>Date of approval:</i>	Next Review Date: April 2021 <i>Version 3.0</i>
To be read in conjunction with: <ol style="list-style-type: none"> 1. Corporate Debt Policy 2. Tenancy Agreement 3. NPH Complaints and Feedback Policy 	Contact Officer: Assistant Director - Property Maintenance and Compliance

1. Purpose and Context

- 1.1 This document describes the aim of the policy, defines rechargeable costs, sets out the circumstances in which rechargeable costs will be applied and outlines the mechanism for the charging and recovery of costs incurred.
- 1.2 Northampton Partnership Homes (NPH) is committed to providing a quality and customer focused service that satisfies both its legal and statutory obligations. NPH also has a responsibility to all stakeholders to ensure that expenditure is managed effectively.
- 1.3 Therefore, in circumstances where works are required due to a tenant, their family, guest or visitor deliberately or accidentally damaging any fixtures or fittings in their home, or due to a tenant/leaseholders, family, guest or visitor deliberately or accidentally damaging any communal fixtures or fittings owned by the landlord, it is the responsibility of the tenant/leaseholder to make good the damage; otherwise, NPH will undertake the necessary remedial work and seek to take payment in advance of the works being carried out, or recover the cost from the tenant/leaseholder.
- 1.4 To ensure that a consistent and fair approach is adopted in relation to defining rechargeable work and to actively discourage anti-social behaviour throughout our estates and neighbourhoods.
- 1.5 To ensure that a consistent and clear message is communicated to tenants/leaseholders and staff in terms of actions that will be taken against those who have caused damage to NPH managed, or owned properties.
- 1.6 To provide a framework and process to enable NPH to recover the cost of works carried out due to tenants'/leaseholders' non-compliance with the terms of their tenancy/lease agreement. These works include those works carried out during the tenancy/lease period, or carried out during the Void period following the termination of a tenancy/lease if they are not the result of wear and tear which occurred during the tenancy of the tenant in question.

2. Policy Statement

- 2.1 The repairing responsibilities of NPH as managing agent for Northampton Borough Council are set out in the Tenancy Agreement.

This policy sets out what work it will and will not do when repairs are caused through actions that are not normal wear and tear. It also provides clarity on the costs of work and how these are recovered.

The policy also makes reference to situations where the charge may be waived.

3. Policy

3.1 Rechargeable costs are defined as any work incurring cost to the landlord where the responsibility lies with the tenant/leaseholder, their families, friends or visitors. Such works include:

- Damage to your home:
If you accidentally damage something in your home, you are advised to employ your own private contractor to complete the repair. However, you may carry out the work yourself if you are competent to do so. You should tell us what has happened, and seek permission to do this. You should keep hold of documentation from a contractor to show that the repair has been professionally completed. If on inspection a repair hasn't been completed to a satisfactory standard, NPH will carry out the work and recharge you for it.
- Emergency:
If emergency repairs are necessary due to deliberate damage, vandalism, neglect or botched DIY by you, members or your household or visitors to your home, NPH will carry out the repair subject to the payment of the rechargeable amount. You should not use the online repairs reporting tool for emergency situations.
- Misreporting a repair:
Where it has been discovered that your repair has been deliberately misreported in order for the repair to be carried out quicker than it would normally be, you may be liable for a recharge. This may also apply to repairs that are incorrectly reported via our online reporting tool in order to avoid a recharge.
- Lock Charges:
If you lose your keys or find yourself locked out of your house, we advise you to employ a locksmith to get you back in and change the lock. If you decide to employ NPH to change your locks, you will need to pay the cost of the work upfront. We will only carry out the work without payment upfront if your keys are stolen and you have a valid crime reference number from the Police. In these situations, you will be charged retrospectively for the works completed.
- Unauthorised alterations/ DIY:
You **must** have written permission from NPH before starting alterations or improvements to your home (not for decorating). Before you move out, you must check whether you are expected to return the property back to its original condition. If NPH has to do any work, we will recharge you.

- Legal costs incurred for gas servicing or electrical testing access:

It is a legal requirement that the Gas boiler at your home has an annual safety check and advisable that your electrics are checked every 5 years. If NPH is not allowed access to your home to carry out these checks we may take legal action which will allow us to force access. The legal costs of this can be up to £400.

- Moving out:

It is important when leaving your home to;

- Hand all the keys back on the agreed date
- Leave the property (including the loft) clear of all goods and belongings, including floor coverings and white goods.
- Ensure any external outbuildings, sheds etc. allocated to the property are clear of all goods and any keys returned
- Ensure that the property and garden, if you have one, are clean and clear of rubbish`
- Ensure no repairs are outstanding

NPH will recharge you for the cost of clearing the property and removing any rubbish. The garden should also be well maintained with grass and hedges cut.

Examples of charges that might be made if any of the above have not been done;

- Clearance £100
- Cost of a skip £120-190
- Property clearance £80-400
- Garden tidy £50
- Renewal of internal door £130 (each)

3.2 Examples of tenants responsibility for repair and maintenance are set out in The Tenancy Agreement in the following sections;

- 3.2.1 Section 7 Looking After Your Home
- 3.2.2 Section 8 Looking After Your Own or Shared Garden
- 3.2.3 Section 9 Rubbish and Refuse
- 3.2.4 Section 20 Damage
- 3.2.5 Section 21 Alterations
- 3.2.6 Section 22 Emergency Repairs Service
- 3.2.7 Section 23 Recharge of Incurred Costs

Guidance is provided in Section 23 of The Tenancy Agreement, and identifies where the tenant will be responsible for paying any costs that have been incurred. In addition NPH reserves the right to recharge residents for any failure to provide access for a confirmed repairs appointment.

- 3.3 Examples of leaseholder responsibilities for repair and maintenance work for which leaseholders will be recharged are set out within the lease. In addition to these items, NPH reserves the right to recharge residents for any failure to provide access for a confirmed repairs appointment.

Identification of Recharges

- 3.4 The presence of a potential recharge will be identified through a number of means including (although this list is not exhaustive):
- When a tenant reports a repair at the Call Centre or via the online portal
 - When an operative/authorised agent of NPH visits a property or common part to complete a repair.
 - When an officer/agent of NPH visits a property or common part and identifies damage/abuse.
 - When a property is inspected after a termination notice has been received.

Actual cost of rechargeable works

- 3.5 NPH reserve the right to charge you either the actual cost of the repair, a flat rate fee or a percentage of any repair costs deemed necessary because of the tenant's actions, neglect or abuse.

The introduction of a rechargeable repairs service will be phased as below:

- Phase 1 – charges applied will relate to a callout fee of £80 out of hours and £42 during office hours
- Phase 2 – charges will seek to recover the actual cost of the callout and any associated works. Charges may therefore be made in any of the above ways.

Special Circumstances/Exemptions

- 3.6 The cost of rechargeable works may be waived in exceptional circumstances and, in such NPH have the discretion to remove the recharge fee if one of the following conditions are met:

- If the tenant/leaseholder has a disability that may contribute or be the cause of damage
- If the tenant/leaseholder has mental health issues that may contribute to the damage
- If there are medical issues and or conditions that may contribute to the damage
- If the damage is the result of domestic violence/violent actions and or anti-social behaviour from a third party. If this is the case the incident must be reported to the police and a valid crime obtained and made available to NPH
- To the family of a tenant who has passed away and there is no estate or the tenant goes into residential care and has no means to pay
- The tenant demonstrates they do not have the financial means to pay the chargeable amount and there are associated welfare concerns

- Forced entry (without a warrant) by emergency services due to welfare concerns

Where special circumstances / exemptions exist, the Call Centre will seek to obtain an affordable payment, confirming the tenant's acknowledgement of their responsibilities for the recharge

Under no circumstances will we put tenant's, should they demonstrate they cannot pay the recharge. In these circumstances, we will undertake the works required and retrospectively apply the recharge.

The reason for waiving / reducing the recharge will be recorded and reports will be produced to ensure the exemptions are being applied fairly in accordance with this policy. Reports will also be referred to the Housing Officer, enabling them to follow-up any identified welfare concerns.

3.6 **Recovery of Recharges**

Phase 1 of the process will seek to recover the costs of the callout upfront and therefore, there will be a reduced reliance upon recovery.

Once the actual costs of the repair are introduced, a variety of forms of recovery will be available, including payment of the initial callout upfront, repayment plan for the remaining balance or through the production of an invoice.

If the payments are not made as agreed then recovery action will be taken. This will include;

- Reminder letter and or telephone calls
- Debt collection agencies
- Court action (this will incur court fees for which you will be responsible)

Any fees and additional costs incurred in recovering the debt will be added to the initial amount. Any amounts left outstanding will;

- Restrict your ability to transfer from or exchange your home
- If you left your tenancy owing money, we would not consider rehousing you in the future
- Not be able to complete the purchase of your home under 'Right to Buy' until all debts are cleared

The recovery of outstanding monies will be in accordance with the Corporate Debt Policy.

How you can avoid a recharge

- Report any repairs straight away and keep your home in good repair
- Seek permission for any alterations or improvements to your home
- Always have a spare key available with a trusted family member, neighbour or friend in case you get locked out
- When you move out, take all your property with you and leave the home in a clean and tidy condition, including the outside areas
- Make yourself aware of how to isolate the water supply
- Provide us with access when we ask to service your gas boiler or carry out safety tests to your electrics
- If damage has been caused through a criminal act, obtain and provide us with a valid crime number
- If you require a service that is chargeable out of usual office hours, can the works wait until the next working day, as this will reduce the rechargeable amount payable

Remember: If you damage the property or leave items when you move out, we will charge you.

Home Contents Insurance

We would always recommend that you have adequate insurance cover or your possessions and accidental damage cover.

Through a special insurance scheme called Crystal arranged in conjunction with Thistle Tenant Risks, NPH tenants and leaseholders can protect their belongings and gain peace of mind knowing if the unexpected happens they have cover. More information can be provided about this scheme on request.

Payment Methods

- Direct Debit
- Standing Order
- Post office/ Pay Point
- Online at: www.northamptonpartnershiphomes.org.uk
- Over the Phone: 01604 838383

Publicity

A copy of this policy can be found on the NPH website at:

www.northamptonpartnershiphomes.org.uk

The policy will be advertised to all existing tenants through the tenants' newsletter and will be included in the New Tenants Welcome Meeting (sign up).

Monitoring and Evaluation/Quality Assurance

3.7 NPH will keep the following records:

- Details of all rechargeable repairs that are made including supporting evidence.
- Details of the outcome of any appeals that are made.
- Details of complaints arising from rechargeable repairs and the outcome

Appeals

3.8 Tenants/leaseholders have the right to appeal against any decision made to issue a recharge. In such cases, the appeal will be dealt with in line with the NPH Complaints Policy

4. Review Date of the Policy

April 2021

