

# Rechargeable Repairs Policy

<b>Linked strategies</b>	Live Safe
<b>Version</b>	1.0
<b>Date approved by</b> (State by whom and when)	TBC
<b>Policy level</b>	3
<b>Agreed by Union</b> (If applicable)	N/A
<b>Date effective</b> (Subject to staff consultation)	
<b>Date of next review</b>	September 2026
<b>Policy Owner</b>	Head of Property Services & Compliance



<b>1</b>	<b>Policy Statement</b>
1.1	This Policy outlines the principles to be adopted by Greatwell Homes in determining whether a repair is rechargeable and if / when such works should be carried out.
1.2	<p>In development, implementation and review of this policy, Greatwell Homes will have regard to the relevant legislative framework including:</p> <ul style="list-style-type: none"> <li>• Occupiers Liability Act 1957 and 1987</li> <li>• Defective Premises Act 1972</li> <li>• The Landlord &amp; Tenant Act 1985 (s11)</li> <li>• Housing Acts 1985, 1996 and 2004</li> <li>• Environmental Protection Act 1990 (s79-82)</li> <li>• Right to Repair Regulations 1992</li> <li>• Gas Installations &amp; Use Regulations 1998</li> <li>• The Leasehold &amp; Reform Act 1993</li> <li>• Equality Act 2010</li> <li>• Any amendments and updates to the above legislation.</li> </ul>
<b>2</b>	<b>Scope</b>
2.1	<p>This policy applies to all Greatwell Homes customers. This includes all current and former tenants from all tenure types including but not exclusive to;</p> <ul style="list-style-type: none"> <li>• General needs</li> <li>• Market Rent</li> <li>• Independent living</li> <li>• Shared ownership</li> <li>• Rent +</li> <li>• Leaseholders</li> </ul>



2.2	This policy includes damage or rechargeable repairs both to individual homes as well as the communal areas of a building or other external area in the ownership of Greatwell Homes.
<b>3</b>	<b>Definitions</b>
3.1	<p>A repair is considered to be rechargeable where:</p> <ul style="list-style-type: none"> <li>• It is the responsibility of the customer in accordance with the terms of the relevant tenancy agreement or lease.</li> <li>• The repair is required due to negligent loss, wilful damage, neglect, misuse or abuse by the customer, their family or visitors to their property.</li> <li>• The repair is required to rectify unsatisfactory works undertaken by the customer, or by others under the customer's direction, to the property.</li> </ul>
3.2	Rechargeable repairs covered by the above definitions may arise either during occupation or when a property has become void at the end of a tenancy or lease.
3.3	This policy does not relate to repairs that are the result of reasonable wear and tear.
<b>4</b>	<b>Policy Principles</b>
4.1	In general, Greatwell Homes will not undertake repairs it is not legally or contractually responsible for. Where a repair is completed by Greatwell Homes, and it is considered to be rechargeable as per Section 3.1 above, we will seek to recover costs from the current or former customer. The cost of the works will be assessed in accordance with National Housing Federation (NHF) Schedule of Rates (SORs) for the repair required. For rechargeable works as a result of the property becoming void, these will be assessed and recovered according to the actual costs attributed to the works also based on the NHF SORs.



4.2	Unless the repairs are deemed to be of immediate concern or danger to the customer, or another person from a Health & Safety perspective, or the integrity of our asset is at immediate risk, customers should undertake the repair themselves or arrange for the repair to be undertaken by a contractor employed directly by them. The standard of the repair undertaken must be to the satisfaction of Greatwell Homes and comply with all H&S legislation.
4.3	Where possible, the customer will be informed at time of diagnosis that a repair is deemed their responsibility and rechargeable. In certain circumstances, where a recharge was not apparent at first point of contact, the operative on site will then inform the customer that this is a rechargeable repair and will not continue unless payment is made whilst they are on site. This will only be the case if the repair is deemed essential to the safety of the customer.
4.4	Greatwell Homes will reserve the right to recharge any customer who fails to provide access for a pre-arranged repairs appointment. The cost for a missed appointment due to the customer not allowing access, should Greatwell Homes decide to charge, would be £25 per missed appointment.
4.5	<p>The amount to be charged to current Greatwell Homes customers, will be based on the current Schedule of Rates (SORs). These rates cover labour and material charges for each type of repair. We will also include VAT and a charge to cover our administrative costs equating to 15% (£30 maximum). The calculation of recharges therefore is as follows:</p> <p>SOR code + VAT + 15% or £30, whichever is lower.</p>
4.6	Where there is evidence of customers misusing the Out of Hours service, a call out fee of £30 will be applied to the recharge.
4.7	Charges will be reviewed periodically and adjusted where necessary to ensure our costs are covered per recharge. Due to the nature of some repairs, it may not be possible to provide an exact cost of the required materials at the time the repair is initially reported. In such cases, an estimate will be given, and the customer will be informed that the cost of the materials element of the repair is subject to change. The materials required to carry out the repair will be sourced via Greatwell Homes' approved suppliers and costed at the standard agreed rates.



4.8	In some exceptional circumstances, particularly those where the repair involves replacement of material components, customers may be informed that the costs are an estimate and there may be additional unforeseen works. The final costs will be readjusted accordingly. Conversely there may be a reduction in the estimate if not all anticipated works are required.
4.9	For void properties where customers have already vacated the property, they will be charged the actual costs of the works based on the current National Housing Federation Schedule of Rates (SOR). These customers, wherever possible, will have been given the option to rectify any rechargeable works at the Moving Home Inspection. No recharges at void will be valid without clear photographic evidence.
4.10	Payment for rechargeable repairs is required prior to works commencing, unless in the case of out of hours due to limited timescales and the need to act urgently to protect either customers or a Greatwell Homes asset. In such circumstances Greatwell Homes will carry out the repair and the customer will be recharged accordingly.
4.11	Where damage has been caused by an unknown third party and the customer provides a crime reference number, the charge for the repair may be waived at the discretion of Greatwell Homes. Furthermore, where there is evidence of domestic violence, as part of our overall support, we will also consider waiving charges without the need for a crime reference number.
4.12	In respect of leaseholders, where the cost of a rechargeable repair is covered by the insurance policy, we will pursue only the recoverable costs, including any policy excess from the customer.
<b>5</b>	<b>Implications for Customers</b>
5.1	Greatwell Homes has the discretion to waive repayment in certain exceptional circumstances, such as the vulnerability of the customers. Such discretion will rest with the Repairs and Maintenance Manager at first point of contact. Depending on the value further approval maybe required by the relevant Head of Service.



5.2	Any repairs that warrant further investigation which may highlight vulnerability around violence and aggression e.g. domestic violence / safeguarding, will trigger a visit from the Neighbourhood Housing Team.									
5.3	Greatwell Homes has an appeal process to allow customers a right to reply in regard to any recharges they view to be incorrect / unfounded. Such incidences are not classed as a complaint and do not fall under our complaints process.									
5.4	Greatwell Homes will pursue the cost of rechargeable repairs undertaken in the most cost-effective manner. This will include appropriate legal remedies and may include the use of external debt and collection agencies.									
5.5	The policy will be communicated to customers via: <ul style="list-style-type: none"> <li>• Greatwell Homes website and portal</li> <li>• Customer Service Centre and other front-line staff.</li> </ul>									
<b>6</b>	<b>Responsibility and Decision Making</b>									
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	<ul style="list-style-type: none"> <li>Working Foremen</li> <li>Voids &amp; Depot Supervisor</li> <li>Neighbourhood Housing Officer</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for capturing all recharges at void period and ensuring suitable evidence is obtained, prior to rectifying damage.</li> <li></li> </ul>
	<ul style="list-style-type: none"> <li>Customer Services Officer</li> <li>Planner</li> <li>Operative</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for notifying customers of potential recharges and the applicable administration.</li> <li>Responsible for completing the work identified</li> </ul>
<b>7</b>	<b>Review</b>	
7.1	This Policy will be reviewed every three years or in line with changes in legislation, whichever is the sooner. Updates or recommendations for changes will be presented to SAM.	

Associated Policies	Associated Procedures
Repairs & Maintenance Policy	Safeguarding Procedure and Process
Safeguarding Policy	
Domestic Abuse Policy	
Void Management Policy	
Income Management Policy	Income Management Procedures
Leasehold Management Policy	
Neighbourhood Management Policy	
Garage Policy	Garage Procedures

