

Rechargeable Repairs Policy

Linked strategies	Growth Strategy 2015-19 Strategic Asset Management Strategy 2015-19 VFM and Procurement Framework 2015-19
Version	3
Date approved by (State by whom and when)	SMT September 2020
Policy level	3
Agreed by Union (If applicable)	N/A
Date effective (Subject to staff consultation)	September 2020
Date of next review	August 2023
Policy Owner	Head of Property Services



1 Policy Statement

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 In development, implementation and review of this policy, Greatwell Homes will have regard to the relevant legislative framework including:

- Housing Acts 1985, 1996 and 2004
- The Landlord & Tenant Act 1985 (s11)
- The Leasehold & Reform Act 1993
- Gas Installations & Use Regulations 1998
- Environmental Protection Act 1990 (s79-82)
- Occupiers Liability Act 1957 and 1987
- Defective Premises Act 1972
- Right to Repair Regulations 1992
- Equality Act 2010
- Any amendments and updates to the above legislation.


2 Scope

2.1 This policy applies to all Greatwell Homes customers.

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.

3 Definition

3.1 A repair is considered to be rechargeable where:

- It is the responsibility of the customer in accordance with the terms of the relevant tenancy agreement or lease.
 - The repair is required due to negligent loss, wilful damage, neglect, misuse or abuse by the customer, their family or visitors to their property.
 - The repair is required to rectify unsatisfactory works undertaken by the customer, or by others under the customer's direction, to the property.
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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.

4 Policy Principles

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 an hourly rate as set by our Greatwell Works Repairs Team attributed to 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 based on the NHF Schedule of Rates (version 7 or later version as applicable).

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 a repair has been triaged and deemed to be rechargeable the customer will be informed at first point of contact, and informed that this is their responsibility. 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 a one-off charge of £25 per missed appointment.

4.5 The amount to be charged to current Greatwell Homes customers, will be



based Schedule of Rates (SORs) version 6.3. 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%. The calculation of recharges therefore is as follows:

SOR v6.3 code + VAT + 15% or £30, whichever is lower.

- 4.6 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 cases such as these 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.
- 4.7 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.
- 4.8 For void properties where customers have already vacated the property, they will be charged the actual costs of the works based on the current Nat Fed 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.
- 4.9 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 Greatwell Homes asset. In such circumstances Greatwell Homes will carry out the repair and the customer will be recharged accordingly.
- 4.10 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.
- 4.11 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.

5 Implications for Customers

- 5.1 Greatwell Homes has the discretion to waive repayment in certain circumstances, such as the vulnerability of the customers. Such discretion will rest with the Customer Services Manager at first point of contact.
- 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 appeals process outlined in the procedures 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:
 - Greatwell Homes website and portal
 - Customer Service Centre and other front-line staff.

6 Responsibilities

- 6.1 SMT are responsible for the review of the policy and the Customer Services Manager, Income Services Manager and Repairs & Operations Manager are responsible for administering the policy.
 - 6.2 A separate budget code for rechargeable repairs is in operation on our repairs ordering database to enable effective monitoring.
 - 6.3 The number of rechargeable repairs, the value and the monies recovered are all monitored in order to assess effectiveness of this policy. Performance information will be reported to EMT and Board quarterly.
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7 Review

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 SMT.

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

