

RECHARGEABLE WORKS POLICY

Regulation & Legislation

The tenancy agreement and lease contain clauses which set out our repairing obligations and those that apply to the customer. Tenancy agreements may also contain a clause relating to the tenant's duty not to damage the property and to make good any damage caused by the tenant or their household.

The Housing Corporation's Regulatory Code 3.4 refers to the responsive repair service. Further detail on the expectations of the Audit Commission are given in the Key Lines of Enquiry (KLOE) 3 – Stock investment and asset management and 4 – Housing income management.

Link to Corporate Values & Corporate Plan

- Value for money in all matters concerning our homes and services for our customers
- Investing in our homes and neighbourhoods to provide good places to live
- Offering choice to customers wherever we can
- Good design for the creation and maintenance of safe and sustainable communities

Statement of Purpose

We will make clear to all tenants their responsibility on repairs. We will only pay for repairs for which we are responsible.

We can provide an efficient repairs service that delivers value for money and customer satisfaction by using preventative measures, and to recover all unpaid debt arising from recharges.

Our Policy

- 1.1 A rechargeable repair will not be carried out unless payment has been received from the customer in advance or in extenuating circumstances a reasonable agreement is in place.
- 1.2 Costs and methods of re-payment will be explained openly.
- 1.3 Payment will be encouraged to minimise loss of revenue and a fair and consistent approach in our recovery will be applied.
- 1.4 We define rechargeable works as:
 - a. works that have arisen where we are not responsible for repair under our repairing obligations, as set out in the tenancy agreement or lease; or
 - b. works that have arisen, other than repairs, that require remedial action, for example, rubbish clearance from properties, gardens and communal areas.
- 1.5 This includes:
 - a. wilful damage, for example, replacing a door which has been broken

because the customer has the lost the keys;

- b. neglect, for example, clearing drainage blocked by cooking fat;
- c. abuse, for example, replacing a toilet system which has been blocked by nappies;
- d. accident or negligence, for example, replacing glass smashed by a football;
- e. the cost of fly tipping or other community damage where the culprit is known.

Enabling customers

2.1 Customers will be enabled to:

- a. clearly understand what repairs they are responsible for;
- b. know what happens when it is a rechargeable repair;
- c. be aware of clear costs at the point of enquiry and timescales for payment, and alternatives should they wish to arrange for the repair to be done themselves;
- d. understand our service standards, and what we are responsible for;
- e. access a fair repairs service.

Enabling staff

3.1 Staff will:

- a. be aware of their responsibilities, actions, and options when dealing with all aspects of rechargeable works;
- b. work consistently across the organisation;
- c. maximise recovery of unpaid debt.

Works

- 4.1 A second rechargeable repair will not be agreed unless a payment plan is being kept to in the first instance.
- 4.2 Unless it is an emergency, customers in arrears will not be allowed to have rechargeable works carried out.
- 4.3 Emergency repairs will be carried out and the work recharged to the customer thereafter. Customers will be given a defined period to repay the debt.

Exceptions

- 5.1 In exceptional circumstance Neighbourhood Managers in consultation with the Finance Department and Area Maintenance Surveyors will be able to use their professional judgement to arrive at a compromise solution.

- 5.2 Our Vulnerable Persons Policy will be taken into account when arriving at a rechargeable repairs decision.
- 5.3 Repairs due to domestic violence / abuse will not be recharged to the victim.

Not carrying out a repair

- 6.1 All decisions to refuse work take into account our security, health and safety, and legal duties. If, by not doing the work, we are putting our customers at risk, works are commenced according to priority, and recharged thereafter.

Void Property Repairs

- 7.1 A pre-termination visit will be carried out and repairs that are identified as the responsibility of the customer, will be drawn up on a list of rechargeable works with costs.
- 7.2 Transfers are not permitted until rechargeable repairs are carried out and costs met in line with this policy.

Equality and Diversity Assessment

We are committed to ensuring equality of access to services for the diverse communities we work with. This policy contributes to our equality and diversity strategy by taking into account the needs of our customers before deciding whether to carry out or recharge for a repair. We recognise that individual circumstances need to be considered and do not apply a blanket policy in this area. This is a low risk.

Financial Impact Assessment

This policy is necessarily robust to minimise the total financial liability which the organisation could be left open to. A significant amount of money is spent every year on repairs. This is a medium risk.

Risk Assessment

This policy must give careful consideration between placing sanctions on those who choose not to abide by their tenancy and cases of real emergency. This is a medium risk.

Consultation

The stakeholders below have been consulted on the following dates:

Finance Department:

Policy Committee with Finance Director (direction setting): 28th March 2007

Customer and Leaseholder Forum Groups: 3rd & 4th April 2007

Staff Representatives Group: 10th April 2007

Rushmoor Borough Council: 11th April 2007

Kingfisher Housing Association: 16th April 2007

Accent Peerless Group: 17th April 2007

Basingstoke and Deane Borough Council: 17th April 2007

Orbit Housing Group: 17th April 2007

East Dorset Housing Association: 18th April 2007

Whitefriars Housing Group: 18th April 2007

Bob Gath, Accounting Manager: 19th April 2007

Hampshire County Council: 20th April 2007

Hampshire Primary Care Trust: 20th April 2007

Hart District Council: 20th April 2007

Monitoring and Review

The operation of this policy will be regularly reviewed by the Head of Neighbourhood Services, in conjunction with the Policy & Strategic Initiatives Officer, with adequate consultation of staff and customers. The outcome of that review will be communicated to the appropriate committee of the board.

Approval Stages

Named Departmental Sign off: Cindy Creasy

Date: 20th March 2007

Named Director Sign off: Val Bagnall

Date: 20th March 2007

Committee Approval Date: 9th May 2007

Implementation Date: 9th May 2007