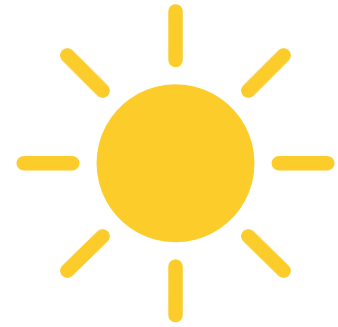


Plus Dane Housing

Rechargeable Repairs Policy

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1. Policy Statement

This document sets out the policy for Plus Dane to recover costs for undertaking repairs that have occurred by accident, negligence or deliberately by tenants or third parties. It includes definitions, exceptions, how the costs will be calculated and how the process will be monitored and reviewed.

We will use this policy to set out the activities and responsibilities involved in carrying out repairs and circumstances where:

- The repair is the responsibility of the tenant
- The damage to the property is due to willful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property;
- A repair(s) is required (which falls into the category above) when a tenant(s) is moving out of a property, to bring that property up to the Lettable Standard
- Repairs are required to re-instate any unauthorised or unsatisfactory alterations or improvements carried out by or on behalf of the tenant.

2. Policy Aims

The aim of this policy is to ensure that there is a consistent, transparent and well-communicated approach to rechargeable repairs. The policy applies to all current and former tenants of Plus Dane regardless of tenure type. In certain circumstances Plus Dane may carry out rechargeable repairs for leaseholders at their request. The aims and objectives of this policy are to:

- Contribute to efficient and effective maintenance of the housing stock and to ensure effective management of expenditure
- Recover the cost of all rechargeable repairs from tenants, insurers, contractors or others where appropriate
- Maximise income by pursuing debts owed
- Give clear guidance on the circumstances when there will be a recharge applied and when discretion can be exercised.
- Outline the process for recharging repairs
- Inform tenants of payment arrangements and the action that will be taken if payment is not made
- Monitor performance of rechargeable repairs in order to seek continuous improvement

3. Links to corporate plan

This policy links to:

- Increasing investment in homes
- Creating great places to live
- Supporting vulnerable customers

Products & Services and Financial Resilience

Plus Dane continues to deliver its repairs service in the most effective and efficient way and links to the strategic approach to active asset management and the Repairs transformation plan, delivering products and services to our customers.

4. Our Approach

It is the responsibility of those staff dealing with rechargeable repairs to follow a consistent, transparent approach as laid out herein, to minimise where possible the number of rechargeable repairs carried out.

We are responsible for repairing and maintaining the structure and property and any fixtures and fittings originally provided. Tenants are informed of their responsibilities when they sign the tenancy agreement and these responsibilities are outlined in the tenancy agreement.

When a repair is identified as rechargeable, the tenant will be given a verbal explanation of why, and should be informed that they can request a review of the decision to recharge by contacting an appointed officer, within 14 days. Where further investigation is required Plus Dane will inspect the repair and inform the tenant in writing whether or not a recharge applies, within 14 days

Emergency repairs will not be delayed while liability is being established and will be completed within appropriate timescales.

If the repair is not deemed to be an emergency, the tenant may seek consent to carry out the work at their own expense and do so within 28 days of the repair being identified or any shorter period Plus Dane may specify. An inspection will take place following the completion of works to ensure that it achieves the required standard. For tenants on notice of termination this period is before the tenancy end date.

If the repair is deemed to be an emergency or is a threat to the health and safety of the tenant or other people, or is likely to cause further damage to the property or adjoining properties, then the tenant will not be given an opportunity to carry out the work themselves.

Where Plus Dane is to carry out a rechargeable repair, Plus Dane will secure payment in advance except for Emergency repairs, the repair will not be carried out unless payment in full or payment by installment terms are agreed.

4.1 Definition

A rechargeable repair can arise in several situations. The most likely ones are listed below, but there may be others:

- repair undertaken by Plus Dane or a Contractor to make good damage caused willfully or by the neglect of the resident, their family, visitors or pets
- repair undertaken by Plus Dane or a Contractor to make good damage caused by a statutory body or utility company using powers as a result of the resident's neglect (e.g. fire brigade breaks down front door to put out chip pan fire)
- repair which is the responsibility of the resident but which Plus Dane agrees to undertake following an agreement with the tenant
- repair undertaken in an emergency where the resident has been verbally advised they will be recharged (e.g. resident locked out)
- repairs to make good damage to a vacant property, including clearing out former resident's belongings/rubbish
- to reinstate the unauthorised removal of Plus Dane fixtures and fittings
- to remedy an alteration/improvement which is deemed unacceptable and written authorization was not given
- a small improvement to the property requested by a tenant (the tenant would normally seek approval from Plus Dane to employ their own contractor to do this, but if the tenant is unable to do so through age or vulnerability, or if there are cost advantages in having the work done at a number of properties at the same time, Plus Dane may agree to do the work and recharge the tenant accordingly)
- This also includes the costs associated with clearing out and cleaning properties, external building and gardens on the termination of tenancies
- Removal of items left in communal areas
- Tenants may also be charged for abortive calls/visits by repairs and maintenance staff where adequate notice has been given.
- Call out fees for any out of hours work carried out which is not deemed to be an emergency;
- Where specialist equipment and/or materials have been ordered and the tenant refuses to have them fitted or provide access (with the cost of the equipment / materials recharged); and
- Loss of key fob.

4.2 Exceptions

Situations where a repair cost will NOT be recharged include:

- where damage has been caused by a third party outside the tenant's family, household or visitors and the Police have been informed and a crime reference number is issued.
- where the tenant has been a victim of a break-in and this has been reported to the police and a crime reference number obtained.
- where the tenant has been a victim of racist, domestic violence or anti-social behavior, and this has been reported to the police because of a reasonably held fear of 'potential harassment'. This will be subject to reporting the incident to the appropriate Neighborhood Officer who may investigate this further.
- where Plus Dane use their discretion to waive the recharge on the basis of vulnerability or other sensitive issue
- where there is sufficient doubt surrounding the responsibility for the recharge and or evidence cannot be provided as to who was responsible for the re-charge.
- where the tenant has left the property and cannot be traced through the usual processes.
- To the family of a tenant who has passed away if there is no estate;
- When a tenant goes into residential care and has no means to pay;
- Works that are required due to fair wear and tear of the property as defined by component lifecycles;
- If a faulty security fob needs replacing and it is returned to us;
- Items left in an empty property, such as carpets and fitted wardrobes, where this has been agreed by us, for example, for use by the next tenant;
- If the damage is not part of a history of repeated accidental damage;
- The tenant has been identified as having housing support needs and the damage caused is as a result of these needs.

Each case will be separately assessed and discretion may be exercised, depending on the circumstances surrounding each individual case. In considering when discretion should be exercised and a charge waived in part or full, the following will be taken into consideration:

- Age
- Health
- Disability
- Evidence of previous rechargeable repairs
- Vulnerability
- Victim of crime
- Unable to locate the individuals

4.3 Voids

If a tenant gives notice to leave a Plus Dane property an inspection will take place within the 4 week notice period. At that inspection the tenant will be informed of any rechargeable repairs and the inspecting officer will make arrangements with the tenant to either rectify the damage within the notice period or reimburse Plus Dane accordingly.

If any identified rechargeable repairs are not completed by the tenant before the end of the tenancy, or if the work is not to a satisfactory standard, Photographs will be taken as evidence to support the recharge and work will be carried out to rectify then an invoice may be raised by Plus Dane for the costs of the remedial works.

We will not accept responsibility for any possessions left behind at the end of a tenancy and if we need to clear the home, outbuildings or garden we will charge for removing and tipping these items if we do not recycle them.

4.4 Transfers

When a tenant is accepted onto the waiting list for a transfer to another Plus Dane property, a pre transfer visit will be carried out to inspect the property and identify any potential rechargeable repairs. Tenants will be informed at the inspection of any action necessary and this will be followed up in writing. Tenants are advised that all identified repairs must be remedied prior to making an offer of accommodation, and these repairs must be re-inspected and approved by Plus Dane. All charges relating to the above must be settled before the transfer takes place, unless in exceptional circumstances payment by installment terms are agreed, which will be based on the knowledge of the tenant's financial circumstances.

4.5 Mutual exchanges

If a tenant requests permission for a mutual exchange the property will be inspected prior to any move. Any identified rechargeable repairs will be the responsibility of the current tenant, who will either rectify the repairs or reimburse Plus Dane for carrying them out. All charges relating to the above must be settled before the assignment takes place unless in exceptional circumstances payment by installment terms are agreed, which will be based on the knowledge of the tenant's financial circumstances. Further information is in the Mutual Exchange policy.

4.6 Cost

Once it has been established the repair is the responsibility of the tenant, we will advise the tenant what we will charge for making good and undertaking a repair. In order to facilitate payment in advance for rechargeable repairs, and to assist in transparency and communication with residents, Plus Dane will draw up and maintain a standard list of rechargeable repair costs which will be made available to tenants. The standard cost list will be reviewed annually.

Standard costs will include labour, materials and VAT (where applicable), and will be drawn up based on the average cost for each type of job.

Standard costs will be publicly available and communicated to residents regularly through the website. Where a rechargeable repair occurs which does not feature on the standard list, a member of staff will calculate a cost and inform the tenant.

Income Officers have the discretion to negotiate payment terms in cases of hardship, where the tenant cannot pay the total amount at one time. Contact details to discuss repayment plans will be attached to the invoice

A discount will be offered if the tenant can pay over half of the recharge upfront or the whole amount within ten working days of the invoice. The amount of the discount available will be reviewed at least quarterly.

In the event a tenant fails to settle an invoice or defaults on any agreed installment arrangement, recovery of the debt will be sought through the normal processes.

The tenant's contents insurance policy may cover the cost of some rechargeable repairs, such as lost keys, accidental damage and tenants should be advised and be supported to make a claim on this or any other insurance policies they hold.

In the case of former tenants, the debt recovery team will pursue the former tenant in line with the procedures for income collection. Failure to repay any outstanding monies will result in the rechargeable repair debt remaining on file. Should a former tenant subsequently apply for another tenancy in the future they may have to repay the outstanding balance or meet conditions before they are accepted or be considered for an offer of accommodation.

4.7 Excessive tenants damage

When a home has been deliberately damaged or neglected (accepting the vulnerability and or capability of the tenant) resulting in rechargeable repairs we may take legal action to seek possession of the home.

Possession will only be sought as a last resort, except in very serious cases where the damage is so serious the only appropriate response is eviction.

4.8 Appeals process

There is no separate appeals process for rechargeable repairs. Current and or former tenants have a right to object to the findings of a rechargeable repair assessment and can do so by following Plus Dane's complaints procedure.

4.9 Write offs

Rechargeable repairs costs which are deemed "not collectable" will be submitted to the Executive director for Neighborhoods for write off in accordance with the terms of the write off procedure on a monthly basis.

5. Assurance

5.1 Customer Standards

The following standards, agreed with customers are in place for this policy.

We will:

- Inform the customer of the cost of the repair at point of contact and where this is not possible, for example in cases of emergency response, within 5 working days of the repair being carried out.
- Where the repair does not fall into the emergency repair category, give the customer the opportunity to arrange to complete the repair within 28 calendar days.
- We will aim to secure payment for the rechargeable works prior to undertaking the repair. However, in cases of emergency where this is not possible we will raise within 5 days an invoice for payment on completion of the repair.

5.2 Performance Management

Effective and regular performance management is essential in delivering the service. Strategic and operational performance indicators will be collected, monitored and reviewed. This approach will ensure both effective management and continuous improvement in the service as well as informing the strategic direction.

Performance will be benchmarked with both peer groups and top quartile organisations.

Annual performance targets will be set and agreed by Board and may include;

- Number of and recovery amount of recharges to voids and responsive repairs budget lines
- Amount of recharges written off

Financial Indicators:

Our performance against forecasted annual budgets will be measured on a monthly basis. On a long term basis through annual budgets we will also

measure and demonstrate improved efficiency and Value for Money of the service. We need to ensure that we are repairing and improving our properties to a high standard, whilst working within our budgetary constraints.

Contractor monitoring:

Contractors delivering works on behalf of Plus Dane will be subject to quarterly monitoring meetings Annual reviews will also be carried out Works will be subject to post inspections and financial monitoring.

All performance targets will be reviewed annually with a view to continually improving the service and standards of customer care.

Performance information will be utilised to performance manage our Maintenance Team

Safeguarding

Safeguarding is everyone's responsibility. All staff have varying levels of involvement dependant on job roles

All staff are responsible for raising alerts or 'concerns' where abuse may be taking place. Many staff such as the Repairs team operatives and Team Leaders have frequent contact with tenants in their homes and may see, hear or be told something that suggests abuse or neglect may be taking place

All staff are to ensure that their line manager or designated safeguarding officer are made aware of a potential safeguarding referral as soon as possible. The incident has to be reported within 2 hours upon staff member concerned being made aware

5.3 Links to other Policies

This policy links with a number of other policies, they are as follows;

Gas and Solid Fuel safety policy

Lettings Policy

Repairs Policy

Voids Policy

Appendix A

Typical Recharge Costs

(Costs are approximate)

- Lock change: £100
- Board up a broken window: £25
- Blocked toilet: £30
- Blocked sink: £30
- Double-glazed unit under 1m²: £105
- Doubled-glazed unit over 1m²: Dependent on size
- New front door: £570
- New back door: £480
- New internal door: Up to approximately £155 dependent on type
- Broken toilet: Up to approximately £200 dependent on type
- Broken smoke alarms: £70
- Replacement key fobs: £20
- Light bulb replacement: £20
- Damage to kitchen worktops or kitchen units: Minimum of £100
- Reset trip switch: Up to £65 dependent on type

An additional charge of £50 will be included if called out between 6pm and 8 am

Voids

- Property clearance, dependant on items left, fridges chargeable separately £65.00
- Cost of skip or equivalent for removal £120.75 - £181.13
- Property clean dependant on condition of property £77.65 - £443.1
- Garden tidy dependant on condition minimum charge of £50

Please note that these figures are a guideline and do not include VAT or administration charges