

# Chargeable Repairs Policy

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1.	Management Information .....	2
1.1	Policy Details .....	2
2.	Policy Statement .....	3
3.	Policy Aims .....	3
4.	Chargeable Repairs .....	3
4.1	Police action.....	3
4.2	Tenant changes to their home.....	3
4.3	Empty homes.....	4
4.4	Communal areas.....	4
4.5	Mutual exchanges.....	4
4.6	Discretionary circumstances.....	5
4.7	Chargeable repair costs & informing the tenant.....	5
4.8	Pursuing the cost of chargeable repairs .....	6
5.	Tenant Standards & Performance Monitoring.....	6
6.1	Equality Analysis .....	6
6.2	Tenant involvement.....	6
6.3	Value for Money assessment .....	6
6.4	Risk assessment.....	6
6.	Statutory and Legislative Framework Surrounding the Policy .....	6
7.	Associated Policies .....	7

## 1. Management Information

### 1.1 Policy Details

Date of Issue	May 2023
Replacing/Updating	Chargeable Repairs Policy
Next Review Date	May 2026
Drafted by	Head of Asset & Delivery
Contributors	Operational teams
Responsible Director	Director of Investment & Assurance

## 2. Policy Statement

South Liverpool Homes (SLH) want to ensure that tenants who conduct their tenancies in an appropriate way do not pay for the damage and neglect to properties caused by others.

Through the Chargeable Repairs Policy, SLH will ensure this does not happen by appropriately charging for delivery of the repairs service, which is outside of landlord duties. This policy clearly sets out what repairs are considered chargeable and the charging mechanism for such repairs. A procedure is in place to support implementation of the policy.

## 3. Policy Aims

The aims and objectives of this policy are to:

- Ensure SLH do not incur costs for damage and neglect
- Maximise income by collecting and pursuing chargeable items from current and former tenants, insurers, contractors, or others where appropriate
- Ensure that a clear and consistent process is applied in all cases of chargeable repairs
- To provide choice, where possible, on the delivery of the service

## 4. Chargeable Repairs

SLH tenancy agreements allow for tenants to be charged for damage that occurs to homes which is not as a result of fair wear and tear (or leaseholders or shared owners if damage caused to a communal area). This is defined as:

*“Fair wear and tear occurs when normal usage causes deterioration to a fixture or fitting. It is not to be confused with damage which occurs as a result of a specific event such as impact, inappropriate use, a lack of care or other negligent acts.”*

Chargeable Repairs include works required as a result of accidental, malicious or negligent acts by the tenant or their families and other visitors to their home.

In addition we will charge tenants who misuse the emergency repairs service and/or leave refuse, furniture, personal belongings in empty properties when vacating their home or leave items in communal areas which have to be removed.

This applies to both existing tenants and those who are terminating their tenancy.

### 4.1 Police action

If for any reason the police need to force entry to a home the cost of any remedial works will be the responsibility of the tenant. The charges for those works will automatically be raised as a chargeable repair with details of the works, charges and payment options provided to the tenant. SLH continue to work with local officers to reduce damage to homes caused by forced entries. This charge will only be waived and recovered from Merseyside Police where no reason for the forced entry is established or the police accessed the wrong address. A reference number from the police will be required.

### 4.2 Tenant changes to their home

If a tenant wishes to make changes to their home, they must first obtain permission from SLH in line with their tenancy agreement and the Repairs and Maintenance Policy.

If SLH deem that an alteration is unacceptable and written permission has not been granted, the tenant will be requested to reinstate the works. Failure to reinstate the works will be regarded as a breach of tenancy and action will be undertaken under the Tenancy Agreement.

In situations where an alteration is identified as dangerous or in need of urgent repair, SLH will issue the appropriate order(s) immediately. The tenant will then be advised that the repair is chargeable and that recovery of the costs will be sought.

### **4.3 Empty homes**

When SLH identify that a tenant is about to leave their home a Neighbourhood Management Officer will carry out a Pre-Termination Inspection before the tenancy ends.

In line with the Tenancy Agreement the tenant will be advised that all rubbish, furniture and effects must be removed before relinquishment and the home be cleaned to a standard which means it is ready to let to a new tenant. If it is not, it will be made clear SLH will charge for this work.

Should the Pre-Termination Inspection reveal unacceptable unauthorised alterations or repairs that are the tenant's responsibility, they will be advised to make good the home to its original condition. If the tenant fails to undertake the necessary works they will be charged for the cost of putting right the works.

If the tenancy end is to be as a result of an internal transfer, SLH will reserve the right to prevent the transfer until the alterations or chargeable repairs are put right and / or paid for in full.

In situations where a tenancy has ended without notice and chargeable repairs are identified, the former tenant will be traced and charged as appropriate.

### **4.4 Communal areas**

It is all tenants responsibilities to keep communal areas free from obstruction. SLH take a zero tolerance approach to items left in communal areas which put the safety of all tenants in the block at risk. This not only includes large items it also includes items such as door mats and other decorative items. Whilst SLH appreciate the attempt from tenants to improve the appearance of blocks, all communal areas must be kept sterile.

Signage is displayed in communal areas reiterating the requirement in tenancy agreements to keep blocks clear. SLH will remove items in communal areas, in line the TORT (Torts (Interference with Goods) Act 1977: A notice sent by a landlord imposing an obligation on a former tenant to collect goods. Where it is easily identifiable which tenant left the goods, a charge will be applied for the removal. Where this is not the case and there is frequent issues within the block, SLH will apply a whole block charge.

### **4.5 Mutual exchanges**

Permission for a mutual exchange to proceed may be withheld until any identified chargeable repairs (as listed in Section 4 of the Chargeable Repairs Procedures and including tenant alterations) are put right or both tenant's mutually agree to accept the property in the condition it is provided to them. Should the later apply; tenants will sign up to this agreement on the mutual exchange form. Any works that SLH complete on behalf of the tenant that are chargeable, must be paid in full as an exchange will not take place where a tenant owes SLH money.

# Chargeable Repairs Policy



It is important to add that SLH cannot withhold a mutual exchange for longer than 42 days; so a decision to permit the mutual exchange must be made within 42 days.

## 4.6 Discretionary circumstances

SLH recognise that some chargeable repairs may be caused by factors outside of the tenants control. Factors which could cause this may include:

- Health
- Disability
- Vulnerability
- Domestic abuse
- Age

Appropriate teams will be consulted where there may be other mitigating circumstances which would influence the decision whether to charge the tenant or otherwise.

We will also apply discretion and the potential to waive the charge were the damage is **accidental** and/or is the first reported incident of this type during the tenancy.

For significant damage such as fire damage, flood or structural instability, the Asset Team will have the final decision as to whether discretion is applied.

## 4.7 Chargeable repair costs & informing the tenant

As soon as the repair is reported and identified as chargeable the likely cost will be identified to the tenant so that they can make an informed decision as to whether to go ahead with the works. Where the tenant agrees to the recharge amount and payment method, works will be raised on chargeable code and automated letters and invoices will be generated and sent directly to customer confirm payment terms. Recovery will follow SLH collection process and will be undertaken by Income Collection Team.

Ideal circumstances should be that full payment is secured before works are completed but we understand that in many cases this will be difficult. Therefore, we require customer to formally accept the re-charge and verbally agree to payment with acknowledgement documented on or before proceeding to raise works. On occasion works are carried out to "make safe" a situation prior to any contacts between SLH and the tenant. This often happens outside of normal working hours (example lost keys, forced entries) and these works will be raised automatically as a chargeable repair with immediate information to the tenant.

The cost of chargeable repairs will be in line with SLH's current rates

Discretion to complete a repair prior to payment will be applied by considering the nature of the repair, the risks presented to people and the possible further deterioration of the property if the work is not carried out or a situation made safe.

An *'if in doubt complete the work'* approach will be adopted. This would mean the tenant being charged at a later date.

Tenants do have the option to arrange for the repair to be carried out by a contractor selected by them, but SLH will insist that the work is carried out by a competent person/s, and will be subject to inspection to ensure it has been completed to an acceptable standard.

For incidents involving a criminal act, for example vandalism or burglary the tenant will

be asked to provide a Crime Reference Number from the Police and the Chargeable Repair will be waived.

SLH will investigate persistent reports of damage as a result of reported criminal acts even when a Crime Reference number is issued.

Where tenants are dissatisfied with any charges, SLH will endeavour to resolve this informally. Where the tenant remains dissatisfied, this will be reviewed in line with the Tenant Feedback Policy.

## **4.8 Pursuing the cost of chargeable repairs**

SLH will pursue all outstanding debts in relation to chargeable repairs. Pursuance of debt will be completed by the Income Management Team.

## **5. Tenant Standards & Performance Monitoring**

Service Standards have been agreed with tenants:

- We will confirm the cost of the repair to you in writing within five working days of chargeable repair being identified
- All works will be completed in line with priority response times

The following indicators will be measured and analysed to determine the success of this policy:

- Total Chargeable Repair monies owed
- The total value of chargeable items issued and collected
- No of occasions and incidences where discretion has been applied
- Breakdown of responsive and void Chargeable Repairs

Information will be monitored by operational teams and performance against these measures will be reported to the Executive Management Team and Board.

## **6.1 Equality Analysis**

An Equality Analysis was completed to identify and respond to any adverse impacts the policy would have on particular groups. Outcomes have been included within this document and within procedural guidance for staff.

## **6.2 Tenant involvement**

SLH is passionate about ensuring tenants are involved in shaping and influencing the services we provide. Policy will reviewed by Customer Services Committee.

## **6.3 Value for Money assessment**

SLH aim to deliver high quality, cost effective housing services and the implementation of this policy and the robust approach to enforcement will result in the collection of money and continued maintenance of our homes.

## **6.4 Risk assessment**

In order to achieve our corporate objectives, SLH place high importance on the effective management of risk. The adoption of the policy will ensure that works carried out in a tenant's home are carried out to the required specifications and adhere to any regulatory guidance which may be applicable.

## **6. Statutory and Legislative Framework Surrounding the Policy**

# Chargeable Repairs Policy



SLH will comply with current legislation and will operate this policy within the current statutory framework, this includes:

Building Safety Act 2022	Health and Safety at Work Act 1974
Housing Associations Act 1985	Consumer Rights Act 2015
Housing Act 1996	Consumer Protection Act 1987
Landlord and Tenant Act 1985	Decent Homes Standard
Defective Premises Act 1972	Housing Health & Safety Rating System (England) Regulations 2005
Environmental Protection Act 1990	Fitness for Habitation
Occupiers Liability Act 1957 & 1984	

## 7. Associated Policies

Repairs & Maintenance	Compliance
Health & Safety	Anti-Social Behaviour
Domestic Abuse	Hate Crime
Home Ownership	Tenant Feedback
Allocations & Tenure	Equality & Diversity
Tenancy Management	Income Management