

## Rechargeable Repairs Policy

<b>1.</b>	<b>Policy objective</b>
1.1	A key objective for Watford Community Housing (WCH) and its subsidiaries and joint ventures (the Group) is to achieve demonstrable value for money. During consultation, our members set a priority on reinforcing customer responsibilities and directing our resources for the benefit of all.
1.2	This Policy sets out how WCH will charge for the cost of work which is the customer's responsibility, or which has resulted from a customer's failure to comply with their Tenancy Agreement.
1.3	This Policy also acts as a preventive tool to ensure WCH achieve value for money and are not put at a financial disadvantage.
<b>2.</b>	<b>Legislative, Regulatory &amp; Contractual requirements</b>
2.1	<b>Regulatory requirements</b>
2.1.1	Regulatory Standard for Landlords - Consumer Standards 1 April 2024
2.2	<b>Stock quality</b>
2.2.1	Registered providers must have an accurate, up to date and evidenced understanding of the condition of their homes that reliably informs their provision of good quality, well maintained and safe homes for tenants.
2.2.2	Landlords reserve the right to arrange property inspections to confirm the quality as detailed within tenancy agreements.
2.3.	<b>Decency</b>
2.3.1	Registered providers must ensure that tenants' homes meet the standard set out in section five of the Government's Decent Homes Guidance and continue to maintain their homes to at least this standard unless exempted by the regulator.
2.4	<b>Health and safety</b>
2.4.1	When acting as landlords, registered providers must take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas.

2.4.2	Registered providers must identify and meet all legal requirements that relate to the health and safety of tenants in their homes and communal areas.
2.4.3	Registered providers must ensure that all required actions arising from legally required health and safety assessments are carried out within appropriate timescales.
2.4.4	Registered providers must ensure that the safety of tenants is considered in the design and delivery of landlord services and take reasonable steps to mitigate any identified risks to tenants.
2.5	<b>Repairs, maintenance and planned improvements</b>
2.5.1	Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.
2.6	<b>Transparency and Accountability Standard (2024)</b>
2.6.1	Information about landlord services Registered providers must provide tenants with accessible information about the: a) available landlord services, how to access those services, and the standards of service tenants can expect b) standards of safety and quality tenants can expect homes and communal areas to meet c) rents and service charges that are payable by tenants, and d) responsibilities of the registered provider and the tenant for maintaining homes, communal areas, shared spaces, and neighbourhoods.
2.7	<b>Contractual Requirements</b>
2.7.1	Details of what can and cannot be charged can be located in a customer's individual Tenancy Agreement or Lease for the property. These can be found on the customer's file.
<b>3.</b>	<b>Scope and definitions</b>
3.1	<b>Scope</b>
3.1.1	This Policy applies to the Watford Community Housing Group, including its subsidiaries and joint venture companies and staff.
3.2	<b>Definitions</b>
3.2.1	Where ' <b>customer</b> ' is used in this Policy, this term will refer to all WCH customers across all tenure types, and any other household members within the property as well as visitors to the property.
3.2.2	<b>Chargeable repairs</b> are necessary works that cannot be attributed to fair wear and tear. There are three main types of chargeable works:
3.2.2.1	<b>Imposed</b> - where the customer or former customer, members of the household, their pets or visitors' actions have:

<p>3.2.2.2</p> <p>3.2.2.3</p>	<ul style="list-style-type: none"> <li>• Caused damage or neglect to the property, communal areas (internal or external) or to an adjoining property.</li> <li>• Carried out detrimental alterations without seeking our written consent as the landlord; or</li> <li>• Have caused the need for the removal of rubbish or abandoned belongings.</li> <li>• Caused deliberate blockage to the property's drainage system.</li> <li>• Have required lock changes because of lost/damaged keys, including garages and storage sheds.</li> <li>• Misused the emergency out of hours system.</li> </ul> <p><b>Agreed</b> - works that the customer has requested and paid for prior to work commencing.</p> <p><b>Police Action</b> - works arising where forced entry has taken place, resulting in damage to the property.</p>
<p><b>4.</b></p>	<p><b>Policy statement</b></p>
<p>4.1</p> <p>4.1.1</p> <p>4.1.2</p>	<p><b>General Repairs</b></p> <p>Where <b>chargeable repairs</b> are identified, a member of the operations directorate will inform the customer in advance that the work is chargeable and will require payment in full prior to undertaking the works. WCH will charge the cost of any callout and works required where it is found that the customer's own device/equipment (e.g., electrical appliances) has caused the issue, or the customer's actions have led to the repair being required (e.g., blocked drain).</p> <p>Where an agreed appointment is missed by WCH's repairs team or the contractors operating on their behalf and reported, a member of the operations directorate will investigate and resolve in accordance with the goodwill gesture policy and procedure.</p>
<p>4.2</p> <p>4.2.1</p>	<p><b>Out of Hours Emergencies</b></p> <p>Customers will be charged the actual cost incurred for misuse of our out of hour's emergency service where there are no mitigating circumstances.</p>
<p>4.3</p> <p>4.3.1</p> <p>4.3.2</p>	<p><b>Pre-Termination visit</b></p> <p>If a pre-termination is undertaken and chargeable repairs are identified, then these will be recorded, and the customer will be given an opportunity to rectify to an agreed standard and timescale.</p> <p>Customers will be charged where chargeable repairs are identified in a void property which were either <i>not</i> identified before (due to no pre-termination visit taking place) or were identified and not rectified.</p>
<p>4.4</p> <p>4.4.1</p> <p>4.4.2</p>	<p><b>Customer Alterations</b></p> <p>Where a customer has carried out alterations without WCH's written consent or where retrospective permission has been refused, the customer will be advised to reinstate the property to its former condition within a set period and to our satisfaction.</p>

	Failure to reinstate the property will be regarded as a breach of the Tenancy Agreement and action taken against the customer would also result in a charge to reinstate the property to its original condition.
4.5	<b>Refused Access</b>
4.5.1	Customers will be charged for legal costs incurred where access is refused and/or access requests not responded to following repeat attempts. Customers will be notified via written communication of the circumstances where legal charges will be applied when access is refused. Customers should refer to the no access policy.
4.5.2	The costs of materials will be recharged in the case of refusal of planned works after materials have been ordered and agreed.
4.6	<b>Leaseholders</b>
4.6.1	Leaseholders will be charged where appropriate under the terms of their lease.
4.7	<b>Situations requiring sensitivity.</b>
4.7.1	Cases involving vulnerable customers, or other mitigating circumstances will be reviewed prior to charging. We may seek partial recovery of costs in these instances from the customer or set up a payment plan for the charge. Please refer to the Vulnerable Customers Policy & Procedure for guidance.
4.7.2	Customers who are unable to pay applied recharge costs due to their vulnerability may be offered financial assistance, further information is provided in the Vulnerable Customers Policy.
4.7.3	Where a customer has provided written confirmation for a key safe code to be used in the event of a medical emergency, this will be exercised to prevent damage to access doors.
4.8	<b>Calculation of Recharges</b>
4.8.1	Where an <b>Agreed</b> charge is being applied, the Repairs service will provide the customer with a verbal quote based on the NHF Schedule of Rates (SOR). This will be followed by written confirmation. Customers should make payment in line with the estimated rate prior to work commencing. The customer must sign and return the Chargeable Works Request Form which is viewed as an agreement to repay the cost of the works.
4.8.2	Where an <b>Imposed</b> charge is applied, we will seek to recover all the incurred costs. Charges that are incurred during an Out of Hours incur a 10% levy.
4.8.3	Where Police Action Charge takes place, and a third party is used by the Police Authority, the costs incurred by WCH will be passed directly to the customer in line with guidance set out in 3.2.2.3 above. If the damage is rectified by WCH, the costs will be calculated using the method for an Agreed recharge as per section 4.8.1 above.
4.8.4	A £35 administration fee will be applied to all charges.
4.9	<b>Collection and debt recovery</b>

4.9.1	Recovery of any outstanding debts will be made in accordance with the Rechargeable Arrears Income Collection Procedure.
4.10	<b>Appeals</b>
4.10.1	Customers will have a right of appeal to the Repairs Manager. All appeals should be made, in writing, within <b>10 working days</b> of the Customer being notified of the charge, in line with the complaints and feedback policy.
4.10.2	Any received appeals will be acknowledged within <b>two working days</b> of receipt and responded to within <b>ten working days</b> . An appeal against imposition of a customer recharge will be treated as a Stage 2 Formal Complaint, under the Customer Feedback Policy & Procedure.
<b>5.</b>	<b>Monitoring &amp; reporting</b>
5.1	The volume of charged repairs along with type and costs will be reported annually to EMT along with the success rate of collection.
5.2	This information and performance report will be produced by the Repairs Manager in conjunction with the Housing Operations Manager at the conclusion of the financial year. This report will be overseen by the Assistant Director of Repairs & Maintenance and Assistant Director of Housing along with recommendations to ensure effectiveness is improved with agreeing repairs and the recovery of costs.
<b>6.</b>	<b>Diversity and Inclusion Considerations</b>
	WCH will act fairly and consistently in the application of this Policy and will not discriminate against any person on the grounds of their age, race, ethnicity/nationality, gender, religion, sexual orientation, marital/civil partnership status, pregnancy status or disability.
<b>7.</b>	<b>Person responsible</b>
	Repairs Manager
<b>8.</b>	<b>Related documents</b>
	<ul style="list-style-type: none"> <li>• Abandonment Policy &amp; Procedure</li> <li>• Customer Feedback Policy &amp; Procedure</li> <li>• Fire Safety Policy &amp; Procedure</li> <li>• Gas Access Procedure</li> <li>• Lease agreement(s)</li> <li>• Management of Communal Areas Procedure</li> <li>• Rechargeable Arrears Income Collection Procedure</li> <li>• Service Standards</li> <li>• Tenancy Agreement(s)</li> <li>• Alterations Policy &amp; Procedure</li> <li>• Compensation Policy</li> <li>• Voids Lettable Standard Policy</li> <li>• Vulnerable Customers Policy</li> <li>• Goodwill Gesture Policy</li> </ul>
<b>9.</b>	<b>Approval</b>
	Approved by: EMT Aug 2024 : GMT and CEC Sept 2024
	Date of approval:
	Review date:
	Policy 'owner': Assistant Director of Repairs & Maintenance

Appendix 1 – Estimated Standard Charges Table *(Please note the table below depicts the most common charges and is not inclusive of all chargeable costs).*

Item	Estimated cost
Lost/damaged key	£49.95 plus vat. (Most standard locks)  £106.88 plus vat. (Multipoint lock)
Lost/damaged fob	Main Entrance Door Fob – Starting from £10 - £30  Gate Fob – Between £35 - £85
Void Rubbish clearance cost	Dwelling £79.41 per hour Garden £41.67 per hour Loft Space £82.08 per hour Environmental Clean £187.50 per hour
Blocked drain (Customer at fault)	Contractors - between £125 - £190 depending on the time of the call out and the severity of the blockage.  In-house Maintenance Team - £40.70 per hour
Abuse of out-of-hours call out system	£50.00 standard charge

*\* If attended OOH call out fee of £50 to be added*