

### 1. Purpose and scope

This policy sets out why and what we will re-charge to our tenants and leaseholders. It applies to all tenants and leaseholders of the Trust.

The term tenant in this policy refers to all types of tenants, shared owners and leaseholders.

Rechargeable repairs are not included within the responsive repair performance targets.

### 2. Reasons for recharges

Recharges fall under 5 categories.

#### **2.1. Extra works or works above Papworth Trust standard.**

This applies when tenants want a wider choice over and above what we provide as standard. This includes additional works.

Should a tenant desire work over and above our normal standard or wishes to have additional works completed at the same time as we are carrying out other works, they can request we complete this using our Tenant Alteration Policy. If the work is agreed the cost must be paid in advance of the work being carried out. Payment can be made by debit or credit card or BACS transfer. An administration fee may be made.

Works will only be agreed and carried out where the tenant is not in rent arrears and does not owe Papworth Trust any monies. Housing benefit cycles will be considered.

#### **2.2. Repairs due to tenancy changes.**

Moving home whether through exchange, transfer or tenancy termination often means work is required to be completed by the tenant on or before departure. This policy will ensure that we recharge as appropriate in the circumstances.

### **2.2.1 Transfers and exchanges**

Properties will be inspected before transfer/exchange and rechargeable repairs identified. Tenants will be given the opportunity to complete these and an inspection will take place. Transfers will not be permitted until all costs are paid in full except if the transfer is for safety reasons. In these circumstances outstanding costs will be managed through the tenant rent account.

In exchange circumstances a Notice of Intention to Seek Possession will be served to prevent the exchange happening until the breach of tenancy is rectified. All works and /or costs will need to be completed to Papworth Trust satisfaction and/or paid prior to the exchange being progressed.

### **2.2.2. End/Termination of tenancy**

An inspection will take place prior to the tenant moving out wherever possible. If a rechargeable repair is identified or work is required to bring the property up to a lettable standard (refer to Papworth Trust Lettable Standard), for example removal of furniture, redecoration, the tenant will be informed and re-charged.

### **2.2.3. Putting back alterations where permission was not granted/ reinstating the property to original condition**

Papworth Trust welcomes tenants' undertaking work at their expense to improve their homes to suit their taste and design. Sometimes we find that this work has been completed without permission being sought. In some circumstances this is expensive to rectify because it may contravene safety regulations and Papworth Trust is duty bound to put this right. Examples may include dangerous gas or electric installations or contravention of building or planning regulations.

In circumstances where we require a tenant to reinstate the property to its original condition, or make good work that was undertaken at their own expense, to comply with tenancy conditions and/or legislative requirements, we will:

- give the tenant the opportunity to do this work within a set, timescale.
- where there is immediate danger we will provide an approximate cost to the tenant, carry out the work and re-charge the tenant within 4 weeks of completion.
- if after having set the timescale for the tenant to complete the work, we inspect, and it is not to standard or not completed we will carry out the work and re-charge the tenant within 4 weeks of completion.

## **2.3 Neglect or abuse of the property.**

On occasions some tenants neglect their responsibilities or deliberately abuse the property resulting in damage. We will recharge tenants the cost of bringing the property up to the correct standard.

This type of rechargeable repair may be identified in a variety of ways.

### **2.3.1. Responsive repairs**

These are defined as works which affect the health and safety of the occupant or the security of the property and have been caused by actions or inactions of the tenant or their family/friends. These would normally fall into the emergency and urgent categories of repair.

These works are completed to ensure the property is safe and secure. The tenant will be advised at the time of the repair that the work is likely to be recharged and where possible given an estimated cost. Tenants will be asked to pay on the day where the costs are clear. If this is not possible then these repairs will be recharged to the tenant within 4 weeks of completion.

### **2.3.2. Unknown in advance responsive repairs**

These are defined as works which we attend site for not knowing that they are re-chargeable in nature.

The tenant will be advised at the time that the repair is re-chargeable and given the option to have it completed or to cancel the repair and pay only a call out charge which will not exceed £45.00.

Repairs will be re-charged within 4 weeks if the tenant is unable to pay on the day.

### **2.3.4. Known in advance rechargeable repairs**

These are repairs which will have been known in advance to be re-chargeable. Tenants will have been made aware of the need to pay when the appointment was booked with them. Tenants/leaseholders will be required to pay by card or cash prior to the work being carried out. Payments made by debit or credit card may attract an administration fee.

Works will only be agreed and carried out where the tenant is not in rent arrears and does not owe Papworth Trust any monies. Housing benefit cycles will be considered.

### **2.3.5. Repairs identified because of inspections**

Where Inspections have highlighted a rechargeable repair then the tenant will be given the opportunity to complete the repair themselves within an

agreed timeframe. If the tenant does not complete the required works, then Papworth Trust will advise an approximate cost and complete the work then recharge the tenant within 4 weeks.

## **2.4 Repairs undertaken because of criminal activity**

Where the perpetrator is identified and convicted damage caused is usually recoverable. Papworth Trust will seek and support the prosecution of suspected offenders and compensation for resulting damage.

## **2.5 Out of hours repairs which do not constitute emergencies**

This is where a tenant states that their repair is an emergency and cannot wait until the next working day to rectify; but on attending the repair is not an emergency. E.g., The tenant says they have an uncontrollable leak; on arrival it is a drip containable by a basin.

**2.6** All works falling under these categories which constitute an immediate risk to health and safety, or security will be carried out by us and recharged without opportunity for the tenant to rectify.

## **3. Communication on tenant responsibilities**

- 3.1 All tenants are informed of their responsibilities at the time taking the property.
- 3.2 Up to date information is in the Tenant Handbook and our policies found on the website [www.papworthtrust.org.uk](http://www.papworthtrust.org.uk)
- 3.3 We will remind tenants periodically through appropriate written communications.

## **4. Notifying tenants on recharges**

- 4.1 Where a recharge is known in advance the tenant is informed over the phone or face to face. If it relates to non-responsive work, we will advise you in writing.
- 4.2 Where it is not known until we attend your home, we will tell you before we start work (see S2.3.2).
- 4.3 If you have applied via the Tenant Alteration Policy, we will advise you as part of the response.
- 4.4 Where the work is part of extra planned works to your home, we will advise you on your request for additional work.

## 5. Payment of rechargeable repairs

- 5.1 Payment can be made by BACS transfer, debit or credit card, cash. Cheques are not accepted.
- 5.2 Costs are charged at the standard hourly rate plus VAT if completed by our in-house team.
- 5.3 If work is completed by a contractor, we will recharge the amount we are charged.
- 5.4 When recovering costs any administration, overheads, legal and interest charges are also recoverable.

## 6. Acts, Events or Occurrences beyond organizational control

Circumstances may arise where there are Acts, Events or Occurrences beyond the control of Papworth Trust. Examples of this include civil unrest, war, pandemics, natural disasters etc. In these situations, guidance will be sought from the directing body at that time e.g., local authorities, central government, military. Papworth Trust will adhere to any changes that are administered which may lead to short-, medium- or longer-term changes to this policy and timescales.

In these circumstances we will communicate changes by our website.

## 7. Monitoring and review

It is the responsibility of the policy owner to ensure the monitoring and review of this policy every three years, or sooner if the need is identified.

## 8. Further Information

Policies and Procedures
<ul style="list-style-type: none"><li>• Tenant Alterations Policy</li></ul>
Forms
<ul style="list-style-type: none"><li>• None</li></ul>
Guidance
<ul style="list-style-type: none"><li>• None</li></ul>
External web links
<ul style="list-style-type: none"><li>• <a href="http://www.papworthtrust.org.uk">www.papworthtrust.org.uk</a></li></ul>

## 9. Document control

Owner	Senior Business Manager, Property Maintenance
Consulted	Tenant Scrutiny Panel
Approvers	Business Manager, Housing
Date approved	October 2023
Next review date	October 2026
Ratified by	None required

## 10. Version tracker

Version number	Date approved	Approved by	Comments/Reason for issue
2.0	June 2017		Revised policy
3.0	June 2020	Director of Operations	Revised policy – general formatting, wording changes on S2.2, S3.2 and S4.4, addition of S5
3.1	Sept 20	N/A	IA Amendments to approval section.
4.0	Oct 2023	Business Manager, Housing	Revised. HP section removed. Language changes following TSP input.

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