## Rechargeable repairs (incl. HP)

### Policy

#### Purpose and scope:

Our tenants value the homes they live in and we invest in our homes both now and for the future. However some tenants neglect their responsibilities or deliberately abuse the property resulting in damage. For both these scenarios we will recharge tenants the cost of bringing the property up to the correct standard.

This policy also aims to give tenants a wider choice in offering services over and above what we provide as a landlord. For example where tenants want work completed above our standards or additional works (e.g. additional kitchen cupboards) we will fit for them and charge them the cost. We are thereby providing growth within our service and enabling a service which tenants want and use and which will enhance satisfaction among tenants.

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.

#### **Key Principles:**

Recharges will occur in line with the following principles.

- All tenants, shared owners and leaseholders are informed of their responsibilities with regards to their homes including obligations in their tenancies and leases at the time of sign up
- Papworth Trust will remind tenants and leaseholders periodically though the Tenant newsletter and Tenant Panel
- Where a recharge is known in advance the tenant/leaseholder is informed over the phone
- The cost to Papworth Trust with regards to areas like rubbish removal are minimised through Housing Officer interventions and Annual Inspections
- All repairs that constitute a health and safety or security risk to the property are carried out and costs recovered where possible and relevant by Papworth Trust
- Monies for rechargeable repairs are recovered in the most cost effective and timely manner. Cheques are not accepted.

- Costs are charged at the standard hourly rate plus VAT
- When recovering costs any administration, overheads, legal and interest charges are also recoverable
- Rechargeable repairs are not included within the responsive repair performance targets. Separate figures will be shown.

#### Types of recharges:

#### a. Responsive repairs

These are defined as works which affect the health and safety of the occupant or the security of the property. 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/leaseholder 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.

#### b. <u>Unknown in advance responsive repairs</u>

These are defined as works which we attend site for not knowing that they are actually re-chargeable in nature. The tenant/leaseholder 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 the call out charge which will **not exceed £45.00**. Repairs will be re-charged within 4 weeks if the tenant/leaseholder is unable to pay on the day.

#### c. Known in advance rechargeable repairs

These are repairs which will have been known in advance to be rechargeable. Tenants/leaseholders 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 taken into account.

#### d. Repairs identified as a result of annual or estate inspections

Where Annual or Estate 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 do the required works then Papworth Trust will advise an approximate cost and complete the work then recharge the tenant within 4 weeks.

#### e. Repairs undertaken as a result 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.

#### f. Repairs due to tenancy changes

#### 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 management 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. 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, the tenant will be informed and charged as economically viable to do so.

# 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 compliance 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. 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.

In certain circumstances we may require a tenant to reinstate the property to its original condition or make good work 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.

If the work is not completed by the tenant we reserve the right to recharge the cost of work undertaken by us to the tenant and will pursue the costs as economically viable.

g. Extra works or works above Papworth Trust standards

If a tenant/leaseholder requests 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 and we agree to this, 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 only. An

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 taken into account.

#### **Handyperson Service:**

When and if Papworth Trust runs a handyperson service it will follow the following principles:

administration fee may be made for credit/debit cards.

- Charges/monies are payable on the day by the tenant (excluding cheques)
- Travel time and time to get materials is chargeable at the same hourly rate
- Charges are for part of the hour, for example 1hr 20 equates to 2 hrs payment
- Charges stated will include VAT at the appropriate rate and may change annually. Changes will be advised via the Tenant Panel and Tenant newsletter.
- Material costs are chargeable in addition to the hourly rate
- Work is only available to tenants of Papworth Trust

- The service is not available to tenants who are in rent arrears or who owe Papworth Trust any monies. Housing benefit cycles will be taken into account.
- Tenants who live a considerable distance from Papworth Everard will be at a disadvantage due to travel time so local alternatives will be offered stating that Papworth Trust does not endorse any of these alternative options
- The Doorstep Selling Regulations 2008/2014 and any subsequent amendments will be followed
- Decorating (other than small areas such as doorframes, toilet rooms), electrical work and gas work will not be undertaken
- A maximum of 3 hours per job is permitted except in exceptional circumstances where prior approval will be sought from the Manager
- Handyperson service work will not form part of the performance data on responsive repairs. Reports will be collated separately.

#### **Version tracker**

| Version<br>number | Date      | Comments/Reason for issue |
|-------------------|-----------|---------------------------|
| 2.0               | June 2017 | revised policy            |
|                   |           |                           |
|                   |           |                           |

#### **Document Control**

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Approvers Regional Operations Manager, Tenant Scrutiny Panel

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If you have any feedback or want to suggest corrections to this policy, please contact the Senior Business Manager Property Maintenance on 01480 357200.

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