
Rechargeable Repairs Policy

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Rechargeable Repairs Policy

Contents

1.	Introduction.....	3
2.	Objectives and Principles	3
3.	Definition of a Recharge.....	4
4.	Circumstances for Recharging.....	4
	4.1. Customered Properties	4
	4.2. Empty Homes	5
	4.3. Transfers and Allocations	6
	4.4. Emergency Repairs	6
	4.5. Discretionary Decisions Customer Assessments.....	6
5.	Circumstances for Not Charging.....	7
6.	Recharge Payments.....	8
7.	Appeals Process	8
8.	Equality and Diversity	9
9.	Performance Monitoring	9
10.	Policy Review	9
11.	Contact	9

Rechargeable Repairs Policy

1. Introduction

- 1.1 North East Derbyshire District Council (NEDDC) and Rykneld Homes (RHL) Tenancy Agreement allows for customers to be recharged for repairs or replacement if damage occurs to properties as a result of carelessness, wilful actions or neglect.
- 1.2 This applies to current customers with day to day repairs or in cases where a repair or replacement has been necessary, to bring a property up to the standard satisfactory for reletting and the work required is in part due to the actions of the former customer.

2. Objectives and Principles

- 2.1 The overall aim of the Rechargeable Repairs Policy is to contribute towards the efficient and effective management of NEDDC and the Company's housing stock. It will assist the Company in providing well-maintained houses for all customers and ensure that expenditure is managed effectively.
- 2.2 The specific objectives of the Rechargeable Repairs Policy are:
 - To give clear guidance on the reasons customers will be recharged
 - To give clear guidance on the circumstances where discretion will be exercised
 - To outline the process for recharging repairs
 - To inform customers of payment arrangements
 - To inform customers of the action that may be taken if payment is not made
 - To give clear guidance on the appeals process.
- 2.3 The specific principles underlining the Rechargeable Repairs Policy are:
 - Rykneld Homes is committed to delivering a repairs service that is fair, equitable and transparent
 - Rykneld Homes is committed to ensuring properties are maintained to a high standard
 - Rykneld Homes recovers the costs of repairs caused by the wrongful actions of customers or neglect of tenancy obligations
 - The Policy will be supported by detailed processes and agreed practices.

3. Definition of a Recharge

3.1 We will define rechargeable repairs as a repair, replacement or clearance work that is necessary due to one of the following reasons:

- Wilful damage
- Neglect due to actions of the customer or former customer
- Misuse
- Abuse
- Making good any alterations carried out by the customer where approval hasn't been given by RHL to carry out such works or has resulted in damage to the property or neighbouring property.

3.2 General wear and tear will account for the majority of repairs that are reported by customers with many fixtures and fittings reaching the end of their practical life span. These repairs are not rechargeable.

3.3 Some repairs will occur as a result of an accident and not out of wilful neglect or abuse. The majority of these repairs will not be rechargeable.

3.4 A small number of reported repairs will be rechargeable due to damage caused by the customer due to their lack of action where they have a tenancy obligation. This includes where RHL may have taken Court action in order to gain access to carry out health and safety obligations, e.g. gaining access to carry out a gas service.

3.5 The customer will be responsible for rechargeable repairs that arise out of the actions of others who live at or visit the property or an employed contractor.

3.6 Recharges can also arise from a RHL Officer carrying out a transfer inspection prior to a housing application being registered, an allocation taking place, or when a property becomes vacant.

3.7 Rykneld Homes will recharge a customer should they abuse the emergency call out service, e.g. when a repair is not really an emergency, but has been reported as one.

3.8 Typical rechargeable repairs/replacements:

- We will make available a list of typical repairs and replacements alongside the associated cost

4. Circumstances for Recharging

4.1. Customered Properties

We will aim to identify whether or not a repair is rechargeable at the initial reporting stage and the customer will be informed at this point. Full payment will be taken straight away unless there are any vulnerabilities or extenuating circumstances that need taking into consideration.

Where further investigation is required, an appropriate RHL Officer will inspect the repair and make a decision as to whether the repair would constitute a recharge. Photographs of the repair will be taken and shared with the appropriate manager/team.

Where the tenancy is still active, and a rechargeable repair has been identified, the appropriate officer will visit the customer and give them the opportunity to fix the repair themselves within an agreed timescale.

A follow up visit will take place and the officer will judge if the repair is satisfactory (depending on the type of repair, an Inspector may be required to visit and make this decision).

If no attempt to repair the damage has taken place, or if the repair is unsatisfactory, Neighbourhood Services will make a decision following the completion of a Customer Assessment Form about whether it is appropriate to recharge the customer.

Appropriateness of recharging a customer and whether a payment plan is required will be based on the customer's individual circumstances. The rationale for the decision will be recorded on the Customer Assessment Form and noted on the tenancy.

4.2. Empty Homes

When a customer gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection of the property, normally within the first week of receiving notice from the customer. The inspection will seek to identify any aspects of disrepair, damage or alteration which are the responsibility of the customer, and a Customer Assessment Form will be completed.

The customer will be given the opportunity to complete any necessary repairs before the tenancy ends and a further visit will be carried out prior to the keys being returned to RHL.

If such defects are not remedied prior to the end of the tenancy, or if the work is not of an acceptable standard, this will be picked up during an inspection of the empty property. A final list of rechargeable work will be forwarded to Neighbourhood Services, who will decide whether a recharge is appropriate. The rationale for the decision will be recorded on the Customer Assessment Form and noted on the tenancy.

The Customer Assessment Form will assist Neighbourhood Services (in consultation with other Departments) in making the decision about whether a customer should be recharged, and if so, depending on their circumstances, may be exempt, recharged a percentage of the cost or the full amount.

Rechargeable repairs may also be identified by the Voids team once the customer has vacated the property. Where a potential rechargeable repair is identified at this stage, the Voids Inspector and Neighbourhood Services Officer will follow the aforementioned process to determine the appropriate charge. From the Customer Assessment Form, it may have been determined that a payment plan is appropriate.

If a recharge is appropriate, Neighbourhood Services will contact the current, or previous customer, and inform them of the recharge in writing and inform the Finance team to raise an invoice with a recommendation for a payment plan, if appropriate.

4.3. **Transfers and Allocations**

Where a customer has requested a transfer to another Council property, a transfer inspection will take place to determine the standard of the property. A transfer inspection can take place when a customer makes a new application to move properties, when the housing application is under annual review and prior to the allocation of a property.

Should any recharges be identified or arise from alterations carried out without RHL permission, the customer will be given the opportunity to complete the necessary repairs before the tenancy ends. A further visit will be carried out to ensure the customer has complied before the housing application is made live or the allocation is allowed to take place.

In certain circumstances, it may be appropriate for the housing application to remain inactive; i.e. until the work has been completed by the customer, the work is not to a satisfactory standard or the customer has been recharged an amount above the threshold specified in the Council's Allocation Policy.

Neighbourhood Services will decide whether a recharge is appropriate and the rationale for the decision will be recorded on the Customer Assessment Form and noted on the tenancy, and whether a payment plan is to be put in place. This may also be determined by the Finance team.

We will ensure that where current and former customers who owe a recharge debt, pay the amount in full prior to being offered another Council or Rykneld Homes property in accordance with the Council's Allocation Policy.

For details and guidelines about the processing of housing applications where the customer owes debt, please refer to the Council's Allocation Policy.

4.4. **Emergency Repairs**

Definition – a repair that if not attended to, would cause danger to life or property.

If a customer abuses the emergency call out service, then they will be recharged. Extenuating circumstances and vulnerabilities will be taken into consideration and a Customer Assessment Form completed if necessary and appropriate.

4.5. **Discretionary Decisions Customer Assessments**

As an organisation we have a duty to assess a customer for vulnerability and ability to pay to ensure that undue hardship is not suffered. Any charges to be applied will undergo an assessment before being enforced or method of collection agreed.

Each case will be assessed and discretion to waive the recharge may be exercised. This will depend on the circumstances affecting the individual case.

Should a person's vulnerability affect their ability to pay a rechargeable repair, or if someone disputes a charge for reasons of vulnerability or exceptional circumstances, RHL will complete a Customer Assessment Form or the customer may request an exemption/reduction of the amount using the Rechargeable Repair Appeal form. This will then be considered by the relevant Service Manager(s).

In some circumstances, it may be necessary to carry out a home visit to confirm the reasons for exemption/reduction or to obtain additional information and supporting evidence.

Where the damage is a result of vandalism, provided it has been reported to the Police by the customer and either a Crime Reference number or an incident number has been obtained, the recharge might be waived.

If someone caused the damage, during a violent incident towards the customer or a member of the customer's family or person residing at their property, and the incident has been reported to the Police and a Crime Reference number obtained, the recharge may be waived.

The decision outcome from the assessment will be clearly documented on the Customer Assessment Form and tenancy records; and the Finance team informed to amend their records.

5. Circumstances for Not Charging

5.1 A recharge will not be applied in the following circumstances:

- Where the debt is under £25.00 + VAT in accordance with the Financial Regulations and Contract Procedure Rules (June 2017)
- To the family of a customer who has passed away
- When a customer goes into residential care and has no means to pay
- Where a customer has been the victim of a serious crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police
- Imprisonment.

5.2 Any damage that is accidental and meets the following criteria:

- The damage is not part of a history of repeated accidental damage; and
- The customer has been identified as vulnerable and the damage caused is as a result of their vulnerability
- Any damage caused to the home of a customer by someone behaving in a racist or anti-social way. The incident should have been reported to RHL as an act of anti-social or racist behaviour
- Criminal damage – crime reference number.

- 5.3 Outgoing customers will not be charged for improvements made to the property where approval to carry out such works has been granted and the completed works have been inspected and signed off as satisfactory by RHL.

6. Recharge Payments

- 6.1 Once a decision has been made as to whether a recharge will take place, RHL will write to the customer/former customer confirming details of the rechargeable repair(s), including the approximate amount owed. This information will be forward to the appropriate team who will arrange the repair, if still outstanding.
- 6.2 The Finance Department will be informed to raise an invoice once the work has been carried out and a Customer Assessment Form completed determining the amount of charge to be applied.
- 6.3 Repayment could be a one-off lump sum, or through instalments. The rechargeable repair payments will be monitored by the Finance team to ensure payments are received.
- 6.4 We recognise that in some circumstances repayment of the full amount of the recharge would cause excessive financial problems for the customer. In these circumstances a reasonable and affordable repayment pattern will be agreed by instalments. This assessment will be based on the customer's financial circumstances.
- 6.5 The Finance team will check the rent account and agree a payment schedule with the customer. The Finance team will write to the customer confirming the repayment schedule and send a copy of the repair invoice.
- 6.6 The customer has 30 days to respond to the notification letter and invoice and arrange payment of the repair. If no response is received within 30 days, the Finance team will follow up with reminder letters (one per month for three months). If the customer fails to meet the terms of the agreement after three months, RHL will pursue the payment through a debt collection agency.
- 6.7 Once the full payment has been received by the Finance team, the tenancy records will be up-dated.

7. Appeals Process

- 7.1 Current and former customers have the right to dispute a recharge if they feel it is unreasonable by lodging an appeal this can be in person, by telephone, in writing or by email giving details why they disagree with the charge or by completing the Customer Appeals Form within 14 days of receiving notification of the recharge.
- 7.2 This will be considered by the appropriate Service Manager, should the customer still be unhappy with the decision made then they can use the Complaints procedure thereafter.
- 7.3 The appeal will be acknowledged within three working days of receipt of the appeal. The appropriate responsible Manager will have 28 days to consider the appeal and provide a full response to the customer, ensuring that the system is up-dated and the Finance team informed of the decision.

8. Equality and Diversity

8.1 Rykneld Homes operates an Equal Opportunities Policy which applies to all aspects of RHL's service provision to ensure fair and non-discriminatory practice.

8.2 Rykneld Homes is required to understand and respond to the diverse needs of its customers by:

- Treating all customers with fairness and respect
- Demonstrate that they understand the different needs of customers, including in relation to the equality strands, and customers with additional support needs
- Assess the impact of policies and services to ensure that no-one is disadvantaged through their delivery.

9. Performance Monitoring

9.1 Indicators including recharges raised and collection of payments will be developed as part of the comprehensive performance framework.

10. Policy Review

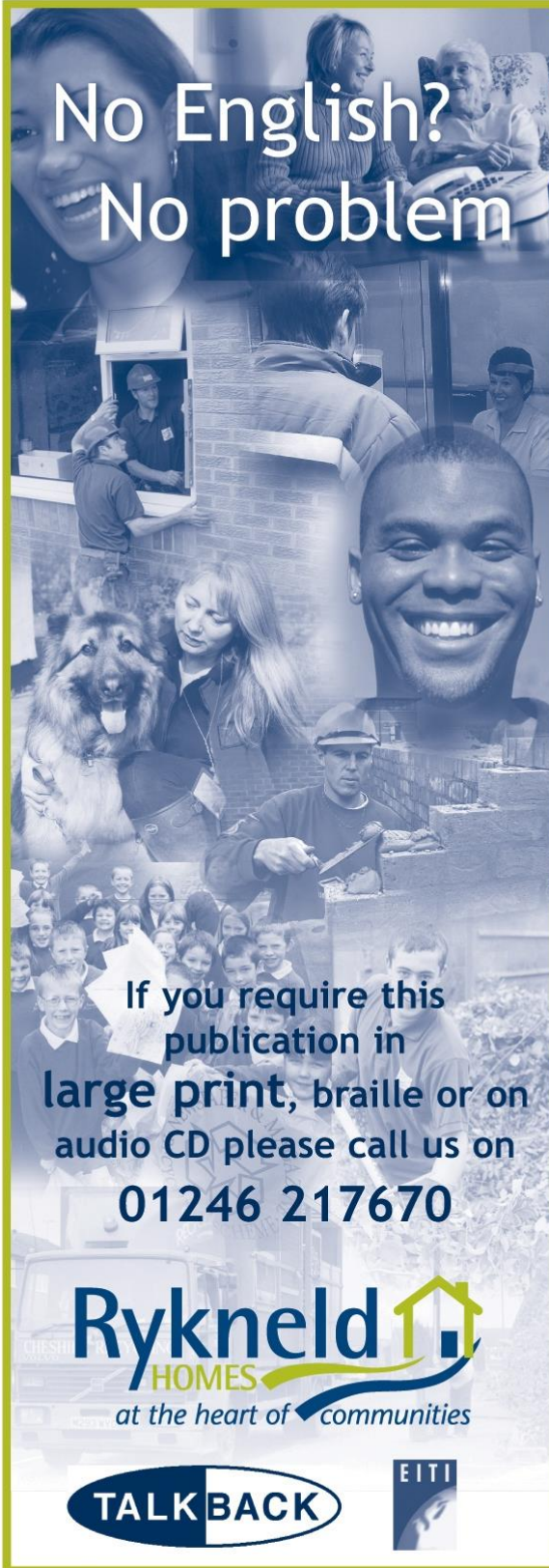
10.1 The Rechargeable Repair Policy should be reviewed every two years or if there is significant alteration in the approach that RHL would like to take in relation to Rechargeable Repair Policy and practice.

11. Contact

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