



Rechargeable Repairs Policy

POLICY CONTROL

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1.0 INTRODUCTION

- 1.1 Derby Homes is required to provide a cost-effective repairs and maintenance service.
- 1.2 The Tenancy Agreement defines the rights and responsibilities for tenants and leaseholders' rights and responsibilities are explained in the Lease Agreement.
- 1.3 The Derby Homes website defines the repair responsibilities for tenants and leaseholders along with those repairs that Derby Homes are responsible for.
- 1.4 We are committed to ensuring that tenants and leaseholders are encouraged to look after their homes in accordance with their responsibilities. When this does not happen, this policy will assist us when the tenant or leaseholder is charged accordingly for repairs or services that we carry out on their behalf.

2.0 POLICY OBJECTIVES

- 2.1 This policy will:
 - Inform officers what a rechargeable repair or service in a Derby Homes managed property is and how to deal with these when identified or brought to our attention.
 - Set out how we calculate the rechargeable cost and how the charge will be raised and collected.
 - Set out how we inform the tenant or leaseholder about how they can raise a complaint if they are dissatisfied with the charges.
 - Indicate the measures that will be put in place to monitor the effectiveness of this policy.

3.0 WHAT IS A RECHARGEABLE REPAIR OR SERVICE?

- 3.1 A rechargeable repair or service is any repair or service the tenant or leaseholder is responsible for as outlined in the Tenancy Agreement for tenants and the Lease for leaseholders that Derby Homes has completed on their behalf.
- 3.2 Leaseholders will be responsible for paying for any qualifying rechargeable repairs or services that are attributable to them as well as the obligatory service charges in respect of planned works.
- 3.3 Current and former tenants will be required to pay for any remedial works when the damage has been caused by:

- A deliberate act, negligence or misuse caused by the tenant, their family or visitors.
- Any reinstatement work resulting from unsatisfactory or unauthorised property improvements, substandard DIY, or unauthorised alterations.
- An overgrown or ill maintained garden, including the removal of graffiti or accumulation of rubbish in a garden or communal area.
- Any removals of property following the end of a tenancy.
- Works due to tenant neglect or misuse when bringing a property up to our re-let standard.

4.0 IDENTIFYING RECHARGEABLE REPAIRS

4.1 Rechargeable repairs may be identified in several ways by:

- A Surveyor who thinks a repair they are inspecting should be rechargeable.
- A Contractor who thinks a repair they are inspecting should be rechargeable.
- The Customer Service Team who thinks a repair they are raising should be rechargeable.
- The Local Housing Teams who think a repair they have identified should be rechargeable.

5.0 HOW TO DEAL WITH RECHARGEABLE COSTS

- 5.1 Our rechargeable costs will be based on the National Housing Federation Schedule of Rates within our repairs system. Some specialist works may require a contractor to provide a separate estimate which will be arranged by our Repairs or Asset Management Teams.
- 5.2 When a rechargeable repair or service is identified, Derby Homes will give tenants and leaseholders the option to do the repairs or carry out the service themselves where it is deemed practicable for them to do so. When this option is given, the works or service must be completed in a reasonable time. The work will be checked on completion to ensure it has been carried out to a satisfactory standard.
- 5.3 When the Derby Homes Officer deems it is not practicable, we will provide tenants and leaseholders with an estimate of the rechargeable repair or service charge prior to the work starting together with the reasons for the charge. However, in the case of repairs or services that are of an emergency nature, albeit we will aim to do this, it may not always be possible.

- 5.4 The final rechargeable cost will be determined on completion of the repair or service and value added tax (VAT) if applicable, former tenants are exempt from VAT.
- 5.5 The costs will be allocated onto the tenants rent account via the Rechargeable Repairs (Current Tenants) form available on Controlled Documents.
- 5.6 The Derby Homes Officer will notify the tenant in writing that the charge has been added to the rent account.

6.0 INSURABLE INCIDENTS

- 6.1 A one-off incident such as damage following an accidental fire or flood will be capped at £1,000 inclusive of VAT. Damages because of long-term lack of maintenance / care by the tenant will not be classed as an insurable incident and will not be subject to the £1,000 cap.

7.0 POLICE SEARCH WARRANTS

- 7.1 Where a Police Search Warrant is served, the tenant will be responsible for the cost of any such repair/s that may arise in executing the Warrant whether a prosecution is successful or not.
- 7.2 If, the Police issue a Search Warrant on the incorrect address, it will be the responsibility of the tenant to pursue any resulting costs or charges directly from the Police. We will provide support and advice to tenants on how to do this.

8.0 FORMER TENANTS

- 8.1 When a tenant terminates their tenancy, we will write to them, reminding them of their responsibilities and what actions they need to take before handing in the keys to help avoid any recharges being raised.
- 8.2 When Derby Homes has to carryout work before the property is relet that is deemed to have been the responsibility of the tenant, we will seek to recover the cost from the tenant or the tenant's estate if the tenant has died. The tenant or the person dealing with the estate of a deceased tenant can raise a complaint if they do not agree with the charges. The Former Tenants Arrears & Sundry Debts Policy details the procedures we will follow.

9.0 PAYMENT AND RECOVERY OPTIONS

- 9.1 Payment must be made within 7 days of the tenant receiving notification of the charge. Where the tenant is unable to make this payment a pay arrangement can be set to recover the charge, we will monitor and review payments by the customer and take appropriate recovery action where non-payment occurs.

10.0 DISCRETION AND PEOPLE WHO ARE VULNERABLE

- 10.1 We retain discretion to deal with exceptions to this policy based on individual circumstance such as where vandalism is caused by people not connected to the tenant, or where a vulnerable tenant or person living with the tenant does not have the capacity to understand or take responsibility for their actions. We will review these types of situations on a case-by-case basis taking all the mitigating factors into account and may choose not to charge for some or all the repairs or services.
- 10.2 There may be occasions when action may be taken to recover the full or partial cost of a repair after consultation with the supporting agency when there is repeated deliberate damage or negligence by a vulnerable tenant. Being defined as vulnerable does not mean that someone will not automatically be exempt from charge.
- 10.3 If this happens the charge will be recorded on the tenant's rent account to provide an audit trail of the work required and write-off reason.

11.0 DISSATISFACTION WITH THE CHARGE

- 11.1 The charge will be added to the rent account when the repair work or service is complete.
- 11.2 Our tenants will be notified in writing that the charge has been raised and that if they want to appeal the charge that they have 14 days to do this. The tenant will be encouraged to provide any supporting information that they would like considered with the appeal request.
- 11.3 We aim to tell the tenant the outcome of the appeal in 10 working days, if more time is required, we will keep the tenant informed. The appeal decision will be final.
- 11.4 The appeal outcome letter will tell the tenant that if they are not satisfied with our handling of the recharge a complaint can be raised but that the appeal decision will not be considered within the complaint.
- 11.5 Complaints received will be processed in line with our Complaints and financial Redress Policy. Copies of the complaint evidence and the outcome will be placed on the tenancy file.

12.0 RESPONSIBILITIES UNDER THIS POLICY

- 12.1 All relevant staff responsible for the delivery of housing management services are required to adhere to this policy. Any request to deviate from the principles of this policy requires escalation for review and approval consideration to the Head of Housing Management.

- 12.2 The Head of Housing Management is responsible for the overseeing the implementation of this policy.

13.0 RISK MANAGEMENT

- 13.1 The headline risks associated with this policy are:

Risk Description	Risk Impact
Failure to comply with statutory requirements and rules and guidance issued by the Government and their departments, and the Regulator of Social Housing's Consumer Standards.	Regulatory intervention, legal action, adverse publicity, and potential financial impact on the organisation. Risk of complaints/challenges including to the Ombudsman, and risk to levels of satisfaction with services/Derby Homes.
Failure to proactively manage our properties.	Increase in resident dissatisfaction and complaints. Damage to Derby Homes' reputation.
Failure to sufficiently engage with tenants/residents in the management of their home and area where they live.	Increase in resident dissatisfaction with decisions/actions that affect them/their homes leads to residents feeling they have no voice or are not being heard.

14.0 DATA PROTECTION, RECORD STORAGE AND RETENTION

- 14.1 We understand that confidentiality is important to customers and will treat all information relevant to each customer in the strictest confidence.
- 14.2 We approach the protection of personal data in a comprehensive manner in line with the Data Protection Principles of the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018 (DPA) (collectively referred to as the Data Protection Legislation).
- 14.3 Any personal information relating to tenants is stored on Derby Homes/Derby City Council systems which are compliant with the principles of GDPR and our Document Retention Policy.

15.0 EQUALITY AND DIVERSITY

- 15.1 This policy meets the requirements of the equality impact assessment and is compliant with the requirements of the Equality Act 2010.
- 15.2 This means that we will not discriminate against customers on the grounds of their age, disability, gender reassignment, marriage or civil partnership status, pregnancy or maternity status, race, religion or belief, sex, or sexual orientation.
- 15.3 We will, if required, provide translations of any documents, policies and procedures in different languages and other formats to suit requirements and support reasonable adjustments for easy access to our service.

16.0 COMMUNICATION

- 16.1 This policy will be stored on our intranet and will be communicated to all staff involved in housing management processes. The policy will also be made available on our website to provide easy access for customers and our partners.

17.0 LEARNING & DEVELOPMENT

- 17.1 We are committed to putting arrangements in place that ensure effective training of all staff.
- 17.2 This policy and the procedures that support it will be the subject of a mixed platform of training across relevant teams. This training will be bespoke to the individual stakeholders and include:
- Team Briefings, for those who need to be aware of it but not actively involved in the delivery.
 - On the job training, for those who need to adhere to this policy and use the accompanying procedures in their daily roles.

18.0 PERFORMANCE MANAGEMENT

- 18.1 We will use the following non-exhaustive list to measure and monitor our performance with a continued focus on service improvement:
- Provision of KPI measures linked to operational performance.
 - Number of complaints relating to our service offer and applying any learning or service improvements from customer feedback.
 - Customer satisfaction and feedback measures with our service and service style.
 - Monitoring of compliance through operations management controls such as audit samples of housing management procedures.

19.0 POLICY REVIEW

- 19.1 This policy will be reviewed every 3 years or sooner if required to do so driven by statutory, regulatory, or best practice requirements, and/or the need to update following reviews of other policies that impact on Rechargeable Repairs.