



RECHARGES (REPAIRS) POLICY

Approver	Board of Management
Policy	Recharges (Repairs)
Date Last Revised	October 2018
Policy revised by	Richard Tucker
Policy monitored by	Chief Finance Officer
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Related Documents	Repairs & Maintenance policy
Location of Hard Copy	Finance Department

Signed:

Chief Executive:

Julia Ashley

On Behalf of the Board of Management

1. INTRODUCTION

- 1.1. This policy sets out our approach to recharging any maintenance and repair costs that are an individual resident's responsibility. The most common examples are –
 - 1.1.1. Costs of minor repair or maintenance work undertaken by C&C Group which is the resident's responsibility.
 - 1.1.2. Costs of making good damage, neglect, misuse or abuse by the resident, their household or someone visiting their property.
 - 1.1.3. Cost of works to make good a property at the end of a tenancy which are not attributable to general wear and tear.
 - 1.1.4. Additional costs to respond to false or misleading repair reports.
 - 1.1.5. Abortive costs for missed appointments where the resident has been given formal notice in accordance with the tenancy that access is required.
- 1.2. The C&C Board of Management expects the circumstances in which a recharge is made for repair and maintenance services to be fair to residents whilst ensuring our financial position is protected.

2. PURPOSE/STANDARD REQUIRED

- 2.1. The purpose of this policy is to -
 - set out the principles by which repair and maintenance services may be identified as being rechargeable;
 - highlight resident's own responsibilities for repair and maintenance of their home;
 - set out the optional rechargeable repair and maintenance services which C&C Group may at its own discretion offer to provide residents on a conditional basis;
 - set out the key principles by which residents will pay C&C Group for rechargeable services if they are provided;
 - set out C&C's policy for recovery of unpaid costs.
- 2.2. The statutory standards that require a landlord to repair and maintain its properties are largely set out in the section 11 of the Landlord and Tenant Act 1985 but are more fully defined in our Repairs & Maintenance policy.
- 2.3. The regulatory standards for Quality of Accommodation and Repairs & Maintenance are set out in the Homes & Community Agency Home Standard April 2012.
- 2.4. The contractual standards which define both the landlord's responsibilities to repair and maintain the property and the tenant's responsibilities to take care of

the property and carry out minor maintenance and repairs are defined by the terms and conditions stated in the current tenancy of each C&C resident. In addition clear information about rechargeable repairs is available in the latest version of the Resident's handbook.

3. SCOPE

- 3.1. This policy applies to all social rented tenants of Central & Cecil Housing Trust Ltd (also referred to as 'CCHT'), all tenants and leaseholders of 55London ('55London') and all tenants and leaseholders of Central & Cecil Investments Ltd ('CCIL'). Any reference within this policy document to 'we', 'us', 'our' or 'C&C Group' is intended as a joint and several reference to any or all of these companies.
- 3.2. Any reference to tenants and leaseholders is intended to refer to both current and former tenants and leaseholders of C&C Group.
- 3.3. This policy does not apply to residents in C&C's care homes.
- 3.4. This Policy applies to all employees, volunteers and Board and Committee members. It also applies to those employed by agencies under agreements with C&C. All of these will be referred to as 'Workers' in this policy
- 3.5. Failure by any Worker to comply with this Policy may lead to disciplinary action being taken against them. Any disciplinary action will be dealt with in accordance with the Disciplinary Policy

4. RESPONSIBILITIES

- 4.1. The setting of repair charges and raising invoices (where necessary) will be managed by the Head of C&C Direct.
- 4.2. The monitoring of the delivery of a fair and consistent service at the first point of contact will be managed by the Head of Resident Services.
- 4.3. The monitoring of monies owed for rechargeable repair within resident sub accounts will be the responsibility of the Income Manager.

5. POLICY

- 5.1. Where we carry out any repair or maintenance work which is an individual resident's responsibility then this will be treated as rechargeable whether or not a recharge is raised or recovered.
- 5.2. Where any repair or maintenance work is not the responsibility of C&C Group then we reserve the right to decline to carry out the works.
- 5.3. Our application of this policy will take account of the nature of the housing and client group but also ensure that services are sustainable.

- 5.4. We will only carry out rechargeable repairs and maintenance works where –
- 5.4.1. The works are of the type that we are willing to undertake, the resident has first agreed to the costs for the works and has also made payment as appropriate; or
 - 5.4.2. The works are required to protect the health and safety of the resident and their household and we are willing to undertake them, in which case we will advise that the works are rechargeable and resolve the costs and repayment arrangements with the resident afterwards; or
 - 5.4.3. The works are in our opinion necessary to protect our interest in the property or the building (which may include the interests of other residents of the C&C Group) in which case we will advise that the works are rechargeable and resolve the costs and repayment arrangements with the resident afterwards; or
 - 5.4.4. The exceptional circumstances of the repair and/or the personal circumstances of the resident mean that we are willing to undertake the works at our own discretion.
- 5.5. Where we raise a works order for what we believe are non-rechargeable repair and maintenance works in good faith which we later identify as a rechargeable repair then we will reclassify the works as such and apply this policy.
- 5.6. Once a repair order is raised then rechargeable repairs and maintenance works are given the same priority and completed to the same deadlines as equivalent non-rechargeable repairs and maintenance works.
- 5.7. The costs that we recharge for any individual job will be based upon the National Housing Federation schedule of rates for all elements of the works plus any relevant factoring, this will include a 15% administration cost. Where the works are not covered by schedule of rates then a reasonable estimation of costs based upon the market rate for such a service.
- 5.8. We reserve the right to charge for other professional services such as assessments and inspections by surveyors or other staff where these are necessary to assess, monitor and approve any works.
- 5.9. For all standard rechargeable repairs we require payment in full in advance. We provide a number of payment options to facilitate this.
- 5.10. Where it is necessary to receive payment in arrears the Group expects that any rechargeable repair costs will be repaid in full between 1 and 3 months of the repair depending on the value of the works.
- 5.11. C&C Group does accept cash payments direct and no C&C Group staff or contractors are permitted to accept cash payments for works without exception.
- 5.12. All rechargeable repair and maintenance costs will be itemised in the tenant's account together with all payments received. Rechargeable costs are usually a debt owed under the terms of the tenancy or lease.

- 5.13. Where rechargeable repair and maintenance works relate to a breach of tenancy and are undertaken to protect our interest in the property or the building then they will be completed to the satisfaction of C&C Group.
- 5.14. Where rechargeable repair and maintenance works are optional and do not relate to a breach of tenancy then they will be completed in accordance with our service standards.

6. Vulnerability and Disability

- 6.1. We aim to treat vulnerable residents (including household members) sympathetically and sensitively. For example this means that our charges for some routine works for vulnerable resident groups will be set at a level that ensures they are reasonable and accessible.

7. Exceptions

- 7.1. The Group will not recharge the costs for rechargeable repairs or maintenance works if:
 - 7.1.1. The damage is the result of a criminal act and a crime reference number has been obtained by the resident from the police and provided to us at the point that the works are requested (or immediately that it is available).
 - 7.1.2. The damage or problem that has occurred must reasonably be considered by us to be fair wear and tear.

8. Monitoring, Reviews and Evaluation

- 8.1. We will monitor and report on the cost effectiveness of our rechargeable repair and maintenance services and offering services which meet customer expectation.
- 8.2. This policy will otherwise be kept up to date and amended accordingly to reflect any changes in response to revised legislation, regulatory guidelines & standards and to changes in C&C good practice and performance management.

9. Supporting Documentation

- 9.1. Resident's Handbook.