

Rechargeable Repairs Policy

Aim

This policy ensures colleagues, customers and partners have a clear understanding of our approach to rechargeable repairs, and each party's responsibilities.

Context statements

- Hafod wish to provide the best possible customer experience throughout the process of raising and recovering recharges.
- We will provide a person-centred approach to the recovery of recharges, having regard for customers who may be vulnerable due to their circumstances.
- We will empower colleagues to determine actions regarding rechargeable repairs confidently and consistently
- We will provide a fair and transparent framework for determining, raising, and recovering rechargeable repair
- We will ensure statutory and regulatory compliance regarding our repair obligations.
- Recharging customers for undertaking repairs that are not our responsibility helps us provide value for money across our homes and ensure that our maintenance expenditure is targeted towards legitimate repairs and the general upkeep of our properties. Therefore, identifying and recovering costs that are rechargeable helps us to provide and maintain consistent maintenance provision across our homes.
- All relevant colleagues will work closely with customers and key stakeholders to address housing management issues that may arise from recharges identified.

Policy

- We are responsible for repairing and maintaining some parts of our homes, estates and other property assets. The occupation contract, lease, licence agreement and management agreements identifies these repairs and those that are the customer's responsibility.
- Where repairs are identified as the customer's responsibility, but we have agreed to carry out this work (including deliberate damage by the customer, or a person they are responsible for), we will charge the cost of the repairs back to the customer. These are known as rechargeable repairs.
- We will take a fair and transparent approach to these charges and the way in which we recover them, having particular regard for customers who are vulnerable due to their circumstances.

- This policy applies to all our homes and properties where we have repairs and maintenance responsibilities.
- Where we work with managing partners, the responsibility for repairs and maintenance are set out in the relevant management agreement. Managing Partners who hold this responsibility under the management agreement should have their own policy. If we are required to undertake repairs in a scheme where we do not have maintenance and repair responsibilities (which would be rare), we will invoice the managing partner.

Definitions

A **rechargeable repair** is:

- a repair undertaken by us (including as directed by us to our contractors, or anyone we instruct to undertake the work) that would not normally be our responsibility.
- a repair that would normally be our responsibility, but is only necessary solely or primarily because the customer, a member of their household or invited visitor has accidentally, deliberately or maliciously caused damage to the property
- a repair that may or may not normally be our responsibility but has been caused solely or primarily by customer neglect. This may include non-reporting, or late reporting of a repair need.

Examples of **accidental or malicious damage** could include removing structural walls, damages from scooters or other mobility aids, changes to the property that do not meet appropriate standards.

Examples of repairs that are not our responsibility, and would therefore be rechargeable, are available on our website, and are set out in the procedure. The procedure also includes the fixed costs where applicable. Other recharges will be circumstance specific.

1. Overarching principles

- 1.1 The decision as to whether a repair is rechargeable will normally be made by colleagues in the appropriate business area.
- 1.2 The customer will be made aware if the repair is rechargeable. Customers will be informed that they may wish to have the repair carried out by a person or contractor of their choice, for which they should make arrangements **OR** that points 1.6 and 1.7 apply.
- 1.3 If there is uncertainty about whether a recharge is applicable, an inspection will be raised to enable a decision to be made and communicated to the customer.
- 1.4 Where there is a query over a repair being rechargeable, for example, repeated breakdowns, or suspected malicious damage, colleagues will work together to share knowledge and determine whether a recharge is appropriate. This may be particularly relevant where support needs exist.

- 1.5 Customers will be told that a repair is or may be rechargeable at the point of first contact. This allows the customer to make an informed decision as to whether they could make alternative arrangements to resolve the repair issue.
- 1.6 The exception to customers seeking alternative means or repair may be where:
 - an inspection is required
 - there is a health and safety concern regarding the damage, and we need to intervene
 - we will be required to monitor and/or certify the works carried out, for example electrical or gas works
- 1.7 Where we are not responsible for repairs in a scheme or shared accommodation, we will consider the impact of not undertaking the repair on other customers.
- 1.8 Where the customer cannot be identified as responsible for a rechargeable repair across an estate or communal area (e.g., damage to a communal door, or fly-tipping), a service charge may be added or amended in line with our policies and procedures.
- 1.9 We reserve the right to refuse to carry out rechargeable repairs providing that by doing so, we are not placing the customer or any other residents at risk of harm and we are not acting in breach of our legal obligations. Reasons for refusing to undertake rechargeable repairs include
 - significant arrears on the customer's rent account
 - previous rechargeable repairs have not been repaid.
- 1.10 In such cases, the colleague refusing the repair will inform colleagues dealing directly with the customer (e.g., the surveyor, Finance or Income Team, housing management), as there may be associated issues at the property, such as debt, property condition, and/or growing support needs.

2 Unauthorised changes to the property

- 2.1 Customers must not make unauthorised changes to the property. Where this takes place and it would not be reasonable or safe to give retrospective permission, and/or where we must undertake work to 'make safe', we will determine whether we should carry out the repair and recharge the customer.
- 2.2 If the customer engages with us, it may be appropriate to allow them to arrange restoration of the property to its former condition, however, safety will be our overriding priority.
- 2.3 If a customer does not allow access to colleagues, or to contractors engaging on our behalf, we will seek legal action to grant access. Legal costs will also be sought in these cases unless there are exceptional circumstances.

2.4 In properties where Renting Homes Wales Act 2016 applies, we will ensure the occupation contract is upheld in respect of Fitness for Human Habitation [FFHH], customer requests for changes to the property, having access to the property for inspections, making determinations on retrospective permission and repair responsibilities.

3 Repairs that are not our responsibility

3.1 We will not normally carry out minor repairs which are not our responsibility or are caused by customer damage (including by someone for whom they are responsible).

Special circumstances

3.2 In exceptional circumstances we will work with customers to understand their support needs and the options that may be available to them. This may result in us doing the work and recharging.

3.3 We will have discretion in matters where there is evidence that such a repair is required to safeguard our customer, for example where we have evidence of, or we suspect that they are a victim of domestic abuse, serious anti-social behaviour or hate crime.

4 Capacity and rechargeable repairs

4.1 Where damage or neglect of the property by a customer or their visitors is not related to our customer's capacity (as defined by the Mental Capacity Act and applied to the individual), it will normally be appropriate to apply a recharge for any necessary work. This applies to both that which is normally a customer responsibility to repair, or to rectify intentional damage to that which comes under our responsibility.

4.2 Issues of capacity could affect persons in any of our accommodation, however, it may be particularly relevant in care schemes, Extra Care schemes and certain support accommodation. Recharge decisions will normally be made by relevant colleagues.

4.3 Decisions will be relayed to the customer as per their support plan. In other properties, such as general needs or Extra Care where there may not be support plans in place, customers will receive information in the most appropriate format, and provided to social services, personal representatives or support services as relevant.

5 Identifying Rechargeable Repairs

5.1 A repair is not rechargeable if it is our responsibility or is necessary through fair wear and tear.

5.2 To determine whether a repair is rechargeable, the following will be established; this is not an exhaustive list:

- the type of repair and whether it is listed at **Appendix 1 – in procedure**
- the type of property in which the customer lives, and the business area they are served by, taking into account their contract or agreement conditions

- the customer's personal circumstances, as discussed with the customer, and taken from the system
- any records of previous or current repairs and whether these are or could have been rechargeable
- whether the repair requires certification (e.g., gas or electrical).

Renting Homes (Wales) Act 2016 [RHWA] (applicable contracts only)

- 5.3 This Act provides a number of activities where an inspection may be required to identify the condition of the property. Repairs required to be undertaken by the customer may influence whether we consent to certain contract changes. The surveyor and housing coach will work together to identify an appropriate course. There are more details in relevant housing management procedures.

Repair concerns raised by someone other than the customer

- 5.4 Where we receive information from a partner, such as the police or social services that damage has taken place to a property, the cause of the damage and whether the customer bears any responsibility will be taken into account when considering if a recharge is necessary.
- 5.5 If the report is provided to a colleague who would not normally raise a repair, they will inform customer services of the repair need as soon as practicable, giving appropriate details including whether the repair is rechargeable.
- 5.6 If the report is received by customer services, details of the repair concern and reason should be provided to the colleague or team responsible for management of the property or scheme, so that any safeguarding/wellbeing investigation and/or housing management action can be considered.
- 5.7 Information from a neighbour or visitor to the address will be considered but will not be fully relied upon to make a decision about recharging.

Report of a repair made out of hours

- 5.8 Delta will make a decision based on paragraph 5, above (which includes reference to the procedure. If Delta is unable to contact Property Services and the repair is deemed an emergency, work will be carried out and a retrospective recharge will be considered by the budget holder. Delta will make the customer aware of this.
- 5.9 Delta will use all information available to them, as provided by the caller and as made available via their contract with us, in line with GDPR.

6 Criminal damage

- 6.1 Where criminal damage has occurred, the colleague taking the report will request a crime number.
- 6.2 The surveyor will carry out an inspection, and if required, provide a statement to the Police, which will include an assessment of the damage and the expected costs of repair. They will also liaise with the appropriate colleagues to determine whether action against the customer, or the person they are responsible for (e.g., a household member or visitor) may be taken.

- 6.3 If the damage was carried out by a customer (who has a rent account with us) the damage will be raised as a recharge. If the customer is prosecuted by the court and compensation is awarded, this will be taken into consideration alongside the recharge already raised, to ensure that the customer does not pay twice.
- 6.4 If the damage was caused by someone other than our customer, point 6.2 will still be carried out. Additionally, the surveyor will determine whether it should be dealt with via insurance. If we are awarded compensation by the court this should be the primary means of recouping the charge.

7 Decants where customers are responsible for repairs

- 7.1 Where neglect or contract-holder damage is suspected (whether caused by them directly, or a person(s) they are responsible for under their contract or agreement), sufficient evidence must be gathered to support this. They will not be entitled to a decant allowance and may also be liable for repair costs at their home. Please see our relevant procedures.
- 7.2 If a customer is paid a decant allowance and it is subsequently determined that they were responsible for the repair issue they will be required to repay this amount as a recharge.
- 7.3 Decisions relating to repayments of further decant costs will be considered by colleagues involved and their managers, as appropriate, however the following will be considered:
- whether there is a realistic prospect of recouping the monies from the customer
 - whether this would cause the customer financial hardship, and if so, to what extent
 - whether it is more prudent to recover costs via the company's insurance.
- 7.4 Should a customer leave without returning the property to the expected condition, as per their contract or agreement, any recharges will be identified and raised as part of the voids work.

8 Disputes

- 8.1 Should a customer dispute any recharges; it will be dealt with through our complaints process.

Equality

Everyone has the right to always be treated with dignity and respect. We stand together in our belief that discrimination, of any form, has no place in our organisation and will not be tolerated. Our fundamental value of inclusivity applies to our customers and communities, as well as to our colleagues, and our services.

Reasonable adjustments will be made where necessary to provide services in a fair and equitable manner. Copies of this policy and procedure will be made available in different formats / languages on request.

Compliance Information

Name of Policy	Rechargeable Repairs Policy
Policy Owner	Director of Homes and Communities
Reviewed by	Policy Group
Approved by	Executive Team
Date Approved	September 2024
Date of next review	September 2026

YOU MAY WISH TO READ THESE RELATED POLICIES:

Former Customer Debt write-off Policy Decant Policy Housing Management

OUR POLICIES APPLY TO:

- All activities carried out by the Hendre Group
- All Hendre Group colleagues, unless agreed otherwise between Hendre and the appropriate member.
- For the purposes of this policy all Group members will be referred to collectively as “the Hendre Group.”
- This policy does not form part of any colleague’s contract of employment.
- Colleagues should refer to their individual contract of employment for details of their contractual benefits.
- *In the event of any inconsistency between the policy and any provisions in your contract of employment, the terms of the contract will prevail.*
- It is the responsibility of colleagues to comply with this Policy, and its associated procedure. Failure to do so may result in disciplinary action.
- Where a colleague has questions about of any aspect of this policy, they should check with their line manager or HR team.
- Where required, training will be provided in the policy and procedure to ensure knowledge, compliance, and best practice across the organisation.
- Policies are reviewed regularly to ensure the organisation’s practices remain effective, up to date with legislative and regulatory changes, reflect good practice and support the organisation’s objectives.