

Chargeable Repairs Policy

1.0	SCOPE
	Purpose
1.1.	This document sets out whg's approach to charging customers for repairs, services and their related costs that have been caused by accidental or intentional damage/malice, neglect, unsatisfactory home improvements or inappropriate use of whg resources.
1.2.	This policy applies to both current and former tenants. It applies to all properties (including communal areas and non-residential buildings) and land owned and/or managed by whg. This Policy does not apply to the interior of a leaseholder or shared owners' home where all repairs are the occupants' responsibility.
1.3.	The policy will ensure that there is a consistent and transparent approach to determining what is chargeable, so to ensure fair and reasonable treatment of all our customers.
1.4.	whg will not tolerate malicious or intentional damage to any homes or land owned and/or managed by whg. whg customers are responsible for the behaviour and actions of members of their household or any visitors to their whg home/communal areas.
	Legal and regulatory framework
1.5.	whg will repair and maintain homes in line with best practice and legislation. This includes (but is not limited to) the following: <ul style="list-style-type: none"> • Tenancy Agreement • Tenancy Conditions • Housing Acts 1988,1996,1998 and 2004 • Landlord and Tenant Act • Building Regulations • Environmental Protection Act • Equality Act 2010 • Decent Homes Standard
1.6.	The Regulator of Social Housing's (RSH) Home Standard requires Registered Providers to provide a cost-effective repairs and maintenance

	service, meeting all applicable statutory requirements for the health and safety of the occupants in their homes.
2.0	POLICY STATEMENT
2.1.	whg have a responsibility to ensure the maintenance of our homes and land is done in line with our tenancy agreement and all associated regulatory standards. It is also necessary for this to be done in a cost-effective way ensuring that customers receive a value for money service.
2.2.	whg requires that customers should pay for any repairs, services and their related costs that have been caused by accidental or intentional damage/malice, neglect, unsatisfactory home improvements or inappropriate use of whg resources. The customer is liable for the behaviour by themselves, household members, visitors to the home or contractors not arranged or agreed by whg.
2.3.	Charges could be identified in several ways including (but not exclusive to): <ul style="list-style-type: none"> • When a customer reports a repair to whg • When a repairs visit is undertaken • When a general visit is undertaken • When an Exit Inspection is undertaken • When the customer has left the home (a void property)
2.4	Where possible and appropriate whg will aim to collect payment for a chargeable repair prior to the repair being completed. If this is not possible whg may discuss an affordable payment plan with the customer. This will be on a discretionary basis only and dependant on the circumstances of the customer.
2.5	whg will always carry out emergency repairs on the homes it is liable to maintain. If the emergency repair is chargeable the customer will be notified. An emergency is defined as a repair needed to a home that poses an immediate risk to safety, security or health.
2.6	whg has clear guidance as to what is considered an emergency repair, which is then treated as a priority by the Home Maintenance Services Team. This is to make sure we respond as quickly as possible to emergency situations to ensure our customers are safe and our homes are well maintained. If a repair has been reported by a customer and the repair exaggerated to increase its priority, whg reserve the right to charge a fee of £50.
2.7	whg take wasted colleague time very seriously. A fee of £50 may be charged if a customer intentionally misses an appointment for a service agreed in advance. Customers can rearrange their appointments with whg at any point prior to the agreed appointment.

2.8	whg may also provide services for the wider neighbourhoods as outlined in our Neighbourhood Management Policy. If when conducting these services, we identify a whg household has been responsible for damage or activity which directly results in an impact to whg resources (such as fly tipping), we may charge the household for the cost of these services.
2.9	<p>Charges can include but are not limited to:</p> <ul style="list-style-type: none"> • Costs arising due to the reinstatement of any unauthorised or unsatisfactory alterations or improvements (such as self arranged kitchen or bathroom replacement) • Costs arising due to electrical or other faults or fires caused by the customer, their household or visitors • Costs incurred by unnecessary or inappropriate callouts • Costs incurred by gaining access to the property on the customer's behalf as a result of lost or forgotten keys • Any other costs arising from negligence, malicious or accidental action by the customer, their household or visitors • Removal of fly tipping/rubbish • Removal of any items remaining in a home, once the home has been vacated • Works required in a vacated home as a result of the condition left by the most recent customer (such as cleaning due to neglect) • Damage due to forced entry into the home either due to abandonment, access issues or criminal activity
2.10	When a repair is identified as chargeable, the customer will be advised what the charge is for. We understand that there may be times where it will be appropriate for a charge to be reviewed due to the circumstances surrounding the charge. A customer can contact whg to discuss these circumstances and if it is deemed appropriate a manager can approve the removal of the charge.
2.11	We would not consider a customer's financial circumstances to be a factor in reviewing a charge. If once a discussion has taken place a customer can evidence that they are not able to pay the charge in full, a payment plan can

	be agreed. A charge will not be removed on the grounds of affordability and will show as a debt on the customer's account until paid in full.
2.12	An unpaid charge will be taken into account when applying for a home with whg. If there is an unpaid debt, this may impact the customer from being able to move to another whg home or to join the housing register.
3.0	PERFORMANCE MEASURES
3.1.	We will monitor the following: <ul style="list-style-type: none"> • Invoices generated • Income Collection • Value of charges written off
4.0	EQUALITY AND DIVERSITY
4.1.	whg will charge a customer based on the criteria set within this Policy and will invoice all customers irrespective of circumstances. If a customer does want to have their charge reviewed, we will investigate this for all customers that request this. We will consider the circumstances (excluding financial) for each case in isolation and decide whether to remove the charge based on the information provided. whg aim for every customer who requires support be given the right guidance based on their individual circumstance which may vary person to person.
5.0	TRAINING AND DISSEMINATION
5.1.	The new Chargeable Repairs Policy will be distributed to Customer Service colleagues and all other relevant colleagues. The Policy will also be made available to customers.
6.0	MONITOR AND REVIEW
6.1.	This Policy will be monitored by the Director of Housing and reviewed every three years by the Policy Group.
7.0	ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES
7.1.	Documents, policies and procedures associated with this Policy are: <ul style="list-style-type: none"> • Income Collection Policy • Allocations Policy • Repairs Policy • Neighbourhood Management Policy

Document author	Tansy Crowley-Sweet
Document owner	Housing Director
Legal advice	N/A
Consultation	N/A
Approved by	Policy Group July 2022
Review Date	July 2025
Corporate Plan aim	<ul style="list-style-type: none">• Deliver high quality homes and services for our customers• Deliver a strong business, fit for today and prepared for tomorrow
Equality Assessment	N/A
Key changes made	<ul style="list-style-type: none">• Name change from Recharge Policy• Simplification – removal of procedural information• Inclusion of a cost for intentional missed appointments or falsifying emergency repairs• Made Policy easier to read and simplified language