

Chargeable Repairs Policy

1.	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 1985 • Environmental Protection Act 1990 • Equality Act 2010 • Decent Homes Standard • Social Housing (Regulation) Act 2023 • Housing Ombudsman Complaint Handling Code • Regulator of Social Housing Consumer Standards (2024)
1.6	The Regulator of Social Housing's (RSH) Consumer Standards require Registered Providers to provide cost-effective repairs and maintenance services, ensuring the health and safety of tenants.
2.	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	<p>Charges could be identified in several ways including (but not exclusive to):</p> <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 takes wasted colleague time very seriously. A fee of £50 may be charged if a customer intentionally misses a non-essential appointment without prior notice. However, we recognise that some appointments, such as gas safety checks, are legally required and essential for safety. In these cases, missed appointments may result in further action to ensure access is gained, but charges will only be applied where there is no valid reason for the missed appointment and no effort to reschedule. If unable to attend an appointment, whg encourages customers to reschedule as soon as possible.
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 without consent (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

	<ul style="list-style-type: none"> 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 Exclusions: Damage due to structural issues not caused by the customer will not be recharged.
2.10	When considering whether to apply a recharge, particular attention must be given to customers, household members or visitors with known or disclosed vulnerabilities, in accordance with our Vulnerability Policy, especially when the damage may be linked to a disability, mental health condition or other complex need. In some cases, a customer may not disclose a vulnerability until after a charge has been raised. In these situations, it is important that appropriate supporting evidence such as medical documentation, input from health or support professionals, or safeguarding information is gathered, to ensure a fully informed and fair decision is made. Discretion will be exercised where there is clear evidence that the damage is linked to a vulnerability.
2.11	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 within 14 days of the date of the invoice and if it is deemed appropriate a manager can approve the removal of the charge. If unsatisfied, a customer can escalate via whg's customer complaints process.
2.12	whg 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.
2.13	Upon receiving notification of a charge, if it is identified that a current customer of whg is in financial difficulty then they have the option to utilise whg's Money Advice Service.
2.14	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.
2.15	If damage is the result of a criminal act and the customer provides a valid crime reference number, whg will consider waiving the charge subject to verification and circumstances.
2.16	In cases where there is a known or disclosed issue of domestic abuse, whg will not apply charges for damage resulting from the abuse and discretion will be used to support the customer's safety and wellbeing.

3.	PERFORMANCE MEASURES
3.1	<p>We will monitor the following:</p> <ul style="list-style-type: none"> • Invoices generated • Income Collection value • Value of charges written off
4.	EQUALITY AND DIVERSITY
4.1	<p>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 aims for every customer who requires support be given the right guidance based on their individual circumstance which may vary person to person.</p>
4.2	<p>The Policy supports the RSH's expectations around fairness, safety and customer voice.</p>
5.	TRAINING AND DISSEMINATION
5.1	<p>The Chargeable Repairs Policy will be distributed to Customer Service colleagues and all other relevant colleagues.</p>
6.	MONITOR AND REVIEW
6.1	<p>This Policy will be monitored by the Director of Housing and Customer Services and reviewed every three years by the Policy Group.</p>
7.	ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES
7.1	<p>Documents, policies and procedures associated with this Policy are:</p> <ul style="list-style-type: none"> • Income Collection Policy • Allocations Policy • Repairs Policy • Neighbourhood Management Policy • Customer Complaints Policy • Vulnerability Policy

Document author	Assistant Director of Housing- Customer
Document owner	Director of Housing and Customer Services
Version and status	v2.0 LIVE
Legal advice	whg Legal Services Team consulted
Consultation	Customer Consultation with Editorial Group, Consultation with senior management in Home Maintenance Services and the Asset Investment Directorate
Approved by	Customer & Operations Panel
Review Date	July 2028
Transformational Programme	Forward Thinking Services
Equality Assessment	Yes
Key changes made	<ul style="list-style-type: none">• Comprehensive update for legislative and regulatory compliance• Inclusion of damage that is excluded from this Policy• More detailed dispute guidance