
Author**Title of Policy**

Head of Repairs and
Maintenance/Head of
Housing

Rechargeable Repairs

**Section**

Updated: April 2024

Operations

1 Policy statement

- 1.1 Rooftop Housing Group (Rooftop) aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, Rooftop enforces all aspects of the Tenancy and Leasehold Agreements it has with its customers.
- 1.2 This includes recharging for repairs and other works that are the responsibility of the customer. This Policy sets out Rooftops position on rechargeable works for existing customers, former customers and leaseholders.
- 1.3 For the purposes of this Policy, recharges are applied when Rooftop incurs costs for completing works that are the responsibility of customers or leaseholders to complete under the terms of the tenancy agreement or lease in line with Rooftops statutory repairing obligations. The Policy ensures that Rooftop complies with provisions regarding rechargeable works as set out in the Housing Act 1985, Common Hold and Leasehold Reform Act 2002 and Housing Act 2004.

2 Statutory and Regulatory context

- 2.1 This document has been reviewed in line with the Regulator of Social Housing's (RSH) Transparency, Influence and Accountability Standard (April 2024) which states:
 - 2.1.1 **Information about landlord services:** "Registered providers must provide tenants with accessible information about the:
 - Responsibilities of the registered provider and the tenant for maintaining homes, communal areas, shared spaces and neighbourhoods.
 - The requirement to provide a home that meets the government's Decent Homes Standard.
 - The registered provider's obligation to comply with health and safety legislation.
 - 2.2. The application of the Policy also ensures compliance with the outcomes of the Regulatory Framework for Social Housing in England as adopted by the Regulator for Social Housing as follows.
 - 2.3. Registered providers shall:
 - 2.3.1. Treat all customers with fairness and respect.
 - 2.3.2. Demonstrate that they understand the different needs of their customers, including in relation to the equality strands and customers with additional support needs.
 - 2.3.3. Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, customers, and has the objective of completing repairs and improvements right first time.
 - 2.3.4. Meet all applicable statutory requirements that provide for the health and safety of the occupants in their home.

- 2.3.5. Provide choices, information and communication that is appropriate to the diverse needs of their customers in the delivery of all standards.
- 2.3.6. Have an approach to complaints that is clear, simple and accessible that ensures that complaints are resolved promptly, politely and fairly.

3 Policy outline

- 3.1 This Policy describes the activities and responsibilities involved in carrying out repairs in circumstances where:
- The repair is the responsibility of the customer.
 - The damage to the property is due to wilful damage, neglect, misuse or abuse by the customer, their family or visitors to the property.
 - The repair is required when moving out of a house to bring it up to an acceptable standard.

4 Equality, Diversity and Inclusion: Principles

- 4.1 Rooftop is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the following core strands of equality; Age, Disability, Gender, Race, Gender Re-, Sexual Orientation, Marriage and Civil Partnership, Maternity and Pregnancy, Religion and/or Belief. Rooftop also recognise that some people experience disadvantage due to their socio-economic circumstances, employment status, class, appearance, responsibility for dependants, unrelated criminal activities, being HIV positive or with AIDS, or any other matter which causes a person to be treated with injustice.
- 4.2 Rooftop will also ensure that all services and actions are delivered within the context of current Human Rights legislation. Colleagues and others with whom we work, will adhere to the central principles of the Human Rights Act (1998). Complying with the Money Laundering Regulations 2017.

5 Vulnerability: Reasonable Adjustments

- 5.1 There are occasionally circumstances where we need to consider working outside of the parameters of this Policy. This may be where there are several complexities present, or where customers have vulnerabilities that may lead us to make reasonable adjustments to the way we apply this Policy. In such cases, a referral should be made to the Complex Cases Review Group via the Head of Housing, where any approach outside of this Policy (and potentially other policies) will be considered and recorded, if agreed. This will always be considered in the context of the Assessing and Supporting Vulnerability Policy.

6 Data Protection: Principles

- 6.1 Rooftop recognises the importance of protecting the personal data of our customers, colleagues, contractors and other stakeholders and our commitment to compliance with data protection laws and managing personal data responsibly. As an organisation, we are committed to ensuring everything we do with personal data follows the principles of lawfulness, transparency, fairness and accuracy whilst minimising the amount of data we collect and only using it for specific, explicit and legitimate purposes until we no longer need it.

7 Objective

- 7.1 To set down the principles of Rooftop's approach to charging customers for maintenance repairs not normally the responsibility of Rooftop.

- 7.2 To ensure all available resource can be targeted at legitimate repairs in line with the corporate objective of delivering efficiency and value for money.
- 7.3 To enable Rooftop to recover the costs of legal action to gain access to properties to complete electrical, gas and other safety-related compliance tests.
- 7.4 To give clear guidance on the circumstances which will be charged for and where discretion will be exercised.
- 7.5 To outline the process of calculating and charging for repairs.
- 7.6 To inform customers of payment arrangements and of the action Rooftop will take if payment is not made.
- 7.7 To monitor the performance of chargeable repairs to seek continuous improvement.

8 Access and communication

- 8.1 Rooftop is committed to ensuring that our services are accessible to everyone. We will seek alternative methods of access and service delivery where barriers, perceived or real may exist, that may make it difficult for people to work for us or use our services.

9 Statement of Intent

- 9.1 Rooftop will undertake all maintenance work and other remedial works to its properties to fulfil its duties as a responsible landlord as outlined in the Housing Health and Safety Rating System - HHSRS (introduced under the Housing Act 2004). Rooftops obligations in respect of HHSRS, apply to those elements of the property that are the responsibility of the owner (or landlord) even where the dwelling is occupied. Responsibility for fixtures and fittings will lie with the user (the customer or leaseholder) unless they are provided by Rooftop as part of a furnished tenancy or where shared rooms are provided. Rooftop will provide a repairs service in line with its repairing obligations set out in section 11 of the Housing Act 1985.
- 9.2 At the sign-up process for new customers and leaseholders, Rooftop will make customers aware of their responsibilities to upkeep and maintain certain aspects of the property and that failure to do so may result in Rooftop pursuing payment for 'rechargeable works'. Where possible Rooftop will collect payment or obtain agreement to pay for rechargeable works in advance of any services being provided. Where works need to be carried out quickly to prevent a health and safety or security hazard, Rooftop has discretion to seek payment retrospectively.
- 9.3 Whilst applying the Policy fairly and consistently to customers and leaseholders who cause rechargeable works to be raised, each case will be dealt with on its own merits. Rooftop colleagues will have discretion to waive recharges where the customer is deemed to be vulnerable, or incidents happen which are beyond their control.
- 9.4 Vulnerability will be determined on an individual basis and may include victims of crime, antisocial behaviour and harassment, those experiencing mental health issues and domestic abuse. Any vulnerability issue will be looked at on a case-by-case basis and an assessment will be completed (unless Rooftop has prior information to indicate a customer may be vulnerable).

10 Policy

- 10.1 Rooftop will apply recharges to customers and leaseholders for damage caused by themselves, members of their household, or visitors to their property in the following circumstances.

- 10.1.1 Where there is deliberate, negligent or accidental damage to Rooftop fixtures and fittings in its properties, communal areas and land.
- 10.1.2 Where Rooftop incurs costs for clearing and ensuring proper functioning of all aspects of drainage that are associated with the property if this is found to have been caused by the customer's misuse or neglect.
- 10.1.3 Where Rooftop incurs costs for replacing damaged or stolen furniture which forms part of a furnished tenancy package, or in communal parts of buildings.
- 10.1.4 Where Rooftop incurs costs for removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated.
- 10.1.5 Where Rooftop incurs costs for removing and disposing of items left at properties, in communal areas, surrounding grounds and outbuildings where this causes a fire risk and/or has a negative impact to the environmental appearance and/or there is a threat to health and safety (including actions to tackle infestation).
- 10.1.6 Where Rooftop incurs costs for removing and/or replacing unauthorised alterations or damages to its properties when a tenancy is terminated, or such works are identified during routine inspections and tenancy audits by Rooftop colleagues and/or contractors on its behalf.
- 10.1.7 Where Rooftop incurs costs for replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to customer loss.
- 10.1.8 Where Rooftop incurs costs for securing and making good properties where the Police force entry and make an arrest whether it is the occupier or a visitor to the property.
- 10.1.9 Where Rooftop incurs costs that are associated with gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing.
- 10.1.10 Where Rooftop incurs costs associated with no access for out-of-hours emergency repairs.
- 10.1.11 Where Rooftop incurs costs for carrying out garden and/ or tree maintenance work that is the responsibility of the customer.
- 10.1.12 Rooftop may recharge customers to recover costs of any aborted investment works if it is proved that they unreasonably failed to provide access or changed their mind after materials (or designs) have already been ordered or signed-off.
- 10.1.13 Rooftop may recharge customers where false information has been provided to obtain an emergency call-out.
- 10.2 The above list of rechargeable items is not exhaustive and Rooftop reserves the right to issue recharges for all works that are the responsibility of the customer, former customer, or leaseholder to carry out.
- 10.3 Where customers or leaseholders raise non-emergency or urgent repairs that are deemed to be rechargeable works, Rooftop will normally seek payment in full before works are issued. This will involve taking secure payments over the phone if customers have debit account or credit card facilities for immediate payments. If the repair is deemed to be an emergency, Rooftop will try to seek payment in full before works are issued. If, however, the customer is unable to pay Rooftop will carry out the works and will recharge retrospectively.
- 10.4 An emergency will normally meet the criteria listed below:
 - A risk to health and safety, which is of immediate danger to the customer or others.

- A risk to the security of the property that the customer is unable to resolve from their own resources or capabilities.
 - The repair is likely to cause significant further damage to the property if left unresolved Rooftop will inform the customer or leaseholder of the estimated amount they will be expected to pay in full when the works are issued if this is known in advance. This will include additional amounts if the works are to be completed outside of normal working hours (8.00 am – 5.00 pm on weekdays – excluding bank holidays) Where the final costs are not known or subsequently increase from original estimates, Rooftop will inform the customer that the works are rechargeable, and these costs will be applied retrospectively, or additional invoices will be issued.
- 10.5 Where customers or leaseholders refuse to pay in full or fail to abide by suitable arrangement to pay recharges over a reasonable period, Rooftop will continue to attempt to contact the customer with a view to arranging payment. If the debt is not recovered, Rooftop will take decisions on the best way to pursue the debt and may instigate legal action to recover the outstanding amount.
- 10.6 Arrangements to pay rechargeable debts by instalments will be considered on a case-by-case basis and Rooftop will come to agreements based on the level of monies owed and the financial circumstances of the individual customers or leaseholders concerned.
- 10.7 All arrangements to pay by instalments will be reviewed by a Neighbourhood Housing Officer. Where Rooftop discovers rechargeable works that have not been reported as repairs, Rooftop will take action to recover costs for any remedial works required from customers or leaseholders and may take photographic evidence to support legal actions. This will include damage or remedial works that are discovered when tenancies are relinquished.
- 10.8 Rooftop will not pursue recharges against customers and leaseholders who can prove that rechargeable works are caused by circumstances outside of their control, for example where they are victims of domestic abuse or harassment or are otherwise deemed to be vulnerable. Where appropriate, Rooftop will look to bring criminal charges against the perpetrators and pursue reimbursement through the courts.
- 10.9 In line with local Choice Based Lettings and Lettings Allocations policies, Rooftop reserves the right to suspend or class as ineligible applications for housing from former customers or leaseholders that owe debts to Rooftop (or any of the other scheme landlords) for rechargeable works until debts are cleared in full or appropriate arrangements to pay are established.
- 10.10 Rooftop will actively pursue all rechargeable works debts which may include conducting further checks with a credit referencing organisation. Where necessary, Rooftop will request an 'Autotrace' in accordance with the Rooftop Income Collection Procedure. Where contact is lost with debtors or the debt is uneconomical to pursue, Rooftop may make provisions to write off the debt in accordance with the Financial Regulations.
- 10.11 Rooftop reserves the right to write back these debts should contact information about the debtor be obtained later.

11 Implementation

- 11.1 The Rooftop Rechargeable Repairs Policy applies to all colleagues and there is a collective responsibility to ensure Rooftop maximises the collection of all income due to the organisation from rechargeable works.

- 11.2 The Void Inspection team will take accurate photographic evidence before commencing rechargeable works, which will be used to support recovery of any recharges applied to the customer or leaseholders.
- 11.3 Whilst not all colleagues will have a direct responsibility for determining rechargeable works or administering the processes that underpin the Policy, all colleagues will need to be aware of the Policy to understand Rooftops stance on recharges and to signpost any customer queries they deal with. If no previous information is available about the potential vulnerability of customers facing recharges or it is due to circumstances outside of their control, the decisions to waver recharges will be made by the Head of Service.
- 11.4 Where possible, Rooftop will pursue monies owed for rechargeable works in Small Claims Court, if it is financially viable to do so.

12 Performance

- 12.1 Rooftop provides internal performance information on the numbers of recharges issued and collection rates for Internal Audit purposes.

13 Review

- 13.1 This Policy will be reviewed within the first year and then every three years unless there are major changes in legislation or good practice.

14 Consultation

- 14.1 Leadership Team Sub-Group N/A
- 14.2 Executive Team April 2024
- 14.3 Other (eg customers) N/A

15 Responsibilities

Responsible body

- 15.1 Formulation, amendment and approval of Policy Executive Team
- Monitoring of Policy Leadership Team
- Operational management of Policy Head of Repairs and Maintenance/Head of Housing
- 15.2 **Date of formulation of Policy** October 2023
- 15.3 **Dates of Policy reviews** April 2024
October 2023
- 15.4 **Date of next review** April 2025

Associated documents

Internal – Rooftop policies and procedures

- Repairs and Maintenance Policy
- Rechargeable Repairs and Recoverable Costs Procedure
- Complaints Policy
- Assessing and Supporting Vulnerability Policy

External

- Regulator of Social Housing Transparency, Influence and Accountability Standard (April 2024)