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# Chargeable Repairs & Responsibilities Policy

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## 1 INTRODUCTION

One Housing Group (OHG) works to ensure that all properties managed within the Group structure are maintained to a high standard. This policy outlines OHG's position on chargeable repairs and repairs responsibilities.

### 1.1 Island Homes

Island Homes (IH) is recognised as a separate Registered Provider (Housing Association) within the One Housing Group (OHG) structure. However, IH residents are able to benefit from the many services provided by OHG. These services include: Reactive Repairs, Planned Maintenance, Community Investment, the Employment & Training Service and the central Customer Contact Centre. As reactive repairs are provided to all residents by OHG, the Chargeable Repairs and Repairs Responsibilities Policy is classified as an OHG policy.

### 1.2 Leaseholders (including shared owners)

Leaseholders are responsible for all repairs within their own property, as per their lease agreement; leaseholders may arrange for their own tradesperson to undertake such repairs. OHG may agree, however, to undertake repairs in a leaseholder's property if the leaseholder's health and safety is at risk or when damage may be caused to a property if an emergency situation is not immediately rectified. Point 7 outlines the repairs that are chargeable to leaseholders.

### 1.3 Definition

Where OHG carries out a repair for which it is not responsible as set out in this policy **or in** a tenancy agreement, a leasehold agreement, a management agreement or any other third party agreement, OHG will charge the party responsible for the cost of the repair. Such repairs are known as chargeable repairs. (A third party agreement is a contractual agreement held between OHG and an organisation employed by OHG to provide a service to its tenants or leaseholders.)

## 2 AIMS & OBJECTIVES

### Aims:

- to operate a fair and efficient chargeable repairs service that contributes to the effective maintenance of OHG's housing stock.

### Objectives:

- to give clear guidance on the circumstances under which tenants/leaseholders will be charged for a repair
- to give clear guidance on when discretion will be exercised and how vulnerability will be taken into consideration
- to inform tenants/leaseholders of payment arrangements and the consequence of non payment
- to monitor the performance of chargeable repairs to aid continuous service improvement.

### 3 POLICY STATEMENT

OHG will occasionally need to charge a tenant, leaseholder or other chargeable party for repairs it undertakes due to damage caused by that chargeable party; including damage caused by their visitors or any other occupants of the property. Chargeable parties are:

- current tenants
- former tenants
- leaseholders
- managing agents
- managing agents if damage has been caused by their residents or staff
- the Police
- tenants/leaseholders if damage has been caused by their sub-tenant, lodger, visitor or any other occupant.

### 4 TENANT'S REPAIRS RESPONSIBILITIES

Please go straight to section 7 for leaseholders and shared owners.

Unless a tenant requires extra support (point 4.2), they must arrange for their own tradesperson skilled in their trade to carry out the works listed below or, if able, undertake the repairs themselves.

- Internal window cleaning (house/flats) External window cleaning (house only).
- Glazing (unless damage is due to fair wear and tear).
- Internal cleaning / decorating.
- Keys/lock change/access (OHG will only assist vulnerable tenants).
- Door numbers/knockers/bells/additional security measures.
- Light bulbs and tubes (unless in communal areas).
- Fuses/plugs (unless in communal areas).
- Tenants' own cookers or other white goods including connection.
- Bath & sink plugs & chains.
- Gate catches/bolts.
- Smoke alarms fitted by tenants.
- Lubrication of catches, hinges, etc.
- Chimney sweeping.
- Bees / wasps nests: resident must contact their Environmental Health Office.
- Any other pests (mice, rats, ants, cockroaches etc) if they only exist in one home due to neglect.
- Tenants must report a gas escape to The National Grid: **0800 111 999**
- Repair blocked flush toilet/sink/bath/wash hand basin (if damage is not due to tenant misuse this will be OHG's responsibility)
- Replace toilet seat (if damage has not been caused by the tenant this will be OHG's responsibility)
- Repair internal doors, handles & latches (if the damage has not been caused by the tenant this will be OHG's responsibility)
- Repair/replace kitchen worktops, units, door handles & hinges (OHG will be responsible if it is agreed to be fair wear and tear)

#### **4.1 Disposal of Bulk Items**

Tenants must arrange for any large items they wish to dispose of, such as mattresses, sofas, tables, etc, to be collected for disposal. OHG does not provide this service. Tenants must not leave bulk items in communal areas unless collection has been arranged. Tenants are advised to sellotape a note to the item waiting to be collected that notifies their neighbours of the collection date. Many local authorities will provide a collection service free of charge. Some will also send out stickers that tenants can attach to the items advising neighbours of the collection date. Some local charity shops also offer a collection service for unwanted furniture that they can sell in their shops.

#### **4.2 Extra Support**

OHG will offer to carry out any of the repairs listed in point 4 above if a tenant requires extra support due to one of the following circumstances:

- they are over 70 years of age
- they have identified support needs
- they have a disability or a long term illness
- they have a child under 6 months of age

The above tenants do not have to be living alone to receive this service; need will be determined upon a tenant's circumstances. Tenants will be advised of the minimum cost of this service before any work is carried out. The charge can be waived, however, at the Customer Contact Centre Manager's discretion.

### **5 ONE HOUSING GROUP'S REPAIRS RESPONSIBILITIES**

The 3 repairs listed below are all classified as being OHG's responsibility. However, this list is by no means exhaustive as OHG is responsible for undertaking many more repairs to keep the structure, exterior and installations of tenants' homes in a good state of repair. The list below simply highlights the repairs that tenants may be unaware are OHG's responsibility. OHG will:

- remove / prevent pests (mice, rats, ants, cockroaches etc) that are a communal problem or a problem for 2 or more dwellings
- replace tap washers
- repair/replace smoke alarms that have been fitted by OHG.

### **6 CHARGEABLE REPAIRS**

If OHG has to carry out any of the repairs listed below, the tenant will be charged for the repair. The tenant will be given the opportunity to arrange for their own trades person to carry out a chargeable repair unless OHG deem it necessary to undertake the work due to a health and safety issue or in the case of an emergency. The tenant will be advised of the minimum cost of the repair before work commences. The following repairs are chargeable if carried out by OHG:

- damage caused by tenants (home/estate)
- damage caused by tenants to the fabric of the building/fixtures/fittings
- damage caused by tenants to any furniture owned by OHG/IH
- blocked flush toilet/sink/bath/wash hand basin (if damage is caused by tenant)
- replace/fix toilet pan/seat/cistern (if damage is caused by tenant)
- works required due to a tenant failing to inform OHG of any routine repairs needed
- removal and/or storage of goods left in a property when a tenant moves out

- pests (mice, rats, ants, cockroaches etc) when they only exist in one tenant's property due to neglect (work to remove pests from communal areas will be charged through service charge)
- work resulting from a statutory notice served on OHG due to a tenant's actions, for example:
  - removal of satellite dishes
  - property in uninhabitable condition
  - alterations / improvements
- work conducted as part of Tenancy Management, for example:
  - trimming overgrown gardens
  - repairing damage caused by antisocial behaviour to a property's structure, exterior or installations, including removal of graffiti and glazing.
- correcting unauthorised alterations or installations made by tenants.

Tenants must get written consent from OHG before making any alterations other than painting and decorating. A list of improvements eligible for compensation is published in the OHG **Compensation & Other Payments Policy**.

### 6.1 Crime / Antisocial Behaviour

In cases of damage caused by alleged incidents of crime, repairs are chargeable unless a tenant is able to provide a full crime reference number. Computer Aided Despatch numbers (CAD) will not be accepted. Crime reference numbers are provided to citizens by the Police when a new crime is logged. Crime reference numbers will always be verified with the relevant Police Station. Tenants will also be charged for any damage known to be caused by the antisocial behaviour of their visitors or other household members.

### 6.2 Domestic Violence

If a tenant advises OHG that damage has been caused as a result of domestic violence, Officers must liaise with the Customer Contact Centre Manager and Regional Housing Manager to determine whether a charge should be made. If damage has been caused by domestic violence there will be no charge. If there is any reason to believe the damage was not due to domestic violence, a charge will be made.

### 6.3 The Police

OHG will endeavour to charge the Police when damage has been caused by them unless their help has been requested. OHG will never charge a tenant for any damage caused by the Police.

### 6.4 Discretionary Recharge

In the following circumstances the Customer Contact Centre Manager or Group Maintenance Manager may feel that it is necessary to deviate from the policy in order to act in the best interest of a tenant and waive the charge:

- if it is claimed that damage has been caused by domestic violence (see point 6.2)
- if a resident is in receipt of benefits or is considered vulnerable (see point 4.2)
- if pests (mice, rats, ants, cockroaches etc) only exist in the tenant's own property but this may not be due to neglect but rather an issue with the fabric of the building

## 7 LEASEHOLDERS (INCLUDING SHARED OWNERS)

OHG is responsible for the repair of all parts of any communal systems, for example communal heating systems. Leaseholders, however, are responsible for all repairs within their own property, as per their leasehold agreement. Leaseholders may arrange for their own tradesperson to undertake any repairs that are needed. OHG may agree, however, to undertake repairs in a leaseholder's property if the leaseholder's health and safety is at risk or when damage may be caused to a property if an emergency situation is not immediately rectified.

If OHG has to carry out any of the repairs in the list below, the leaseholder will be charged for the repair. Leaseholders will be given the opportunity to arrange for their own trades person to carry out a chargeable repair unless OHG deem it necessary to undertake the work due to a health and safety issue or in the case of an emergency. Leaseholders will be advised of the minimum cost of the repair before work commences. OHG will carry out the following repairs for leaseholders but will charge:

- wilful damage caused to communal areas
- correcting unauthorised alterations/do it yourself work (DIY)
- damage to furniture, fabric or structure owned by OHG
- work resulting from a statutory notice served on OHG due to a leaseholder's actions, for example:
  - removal of satellite dishes
  - property in uninhabitable condition
  - alterations / improvements
- pests (mice, rats, ants, cockroaches etc) that are a communal problem (service charge)
- bulk rubbish in communal areas and communal grounds (flats).

### 7.1 Leaks (leaseholders/shared owners)

It is not always easy to identify the exact source of a leak and this can make it difficult to determine who is responsible for the repair. However, OHG will always take action to stop the flow of water when responsibility is unclear. The chargeable party will be determined upon completion. If the source of a leak is clearly from pipe work serving a leaseholder's property only or from an appliance within a leasehold property the leaseholder should arrange to have the problem resolved promptly.

If a leaking pipe serves only one leaseholder's property, that leaseholder is the chargeable party. If a leaking pipe serves more than one property then it is OHG's responsibility to undertake the repair, but it will be recorded as a communal repair and charged via the service charge.

### 7.2 Discretionary Recharge

In the following circumstances, The Home Ownership Services Manager may feel that it is necessary to deviate from the policy in order to act in the best interest of a leaseholder. Discretion to waive a charge may be exercised if:

- a leaseholder is considered vulnerable (point 4.2)
- pests (mice, rats, ants, cockroaches etc) only exist in one resident's property but this may be due to a structural problem rather than neglect.

## **8 BLOCKED DRAINS & PIPING**

OHG, or the relevant local authority, is responsible for clearing blocked drains or communal piping. This will be a communal service charge item. Leaseholders, however, will be charged if the pipe or drain causing the problem only serves their property. If work is undertaken by OHG and on completion the blockage is identified as the responsibility of the local authority or water authority then they will be charged.

## **9 INSURANCE**

### **9.1 Building Insurance**

All properties occupied by tenants/leaseholders will be covered by building insurance. Either way, tenants and leaseholder must note that building insurance only covers the cost of repairing/replacing the internal and external structure of a property. Building insurance does not cover the contents of a person's home.

Building insurance will only ever cover the cost of repairs undertaken as an outcome of accidental damage caused to the structure of a property, for example damaged caused by accidental fire or flooding, and does not cover routine maintenance, wear & tear etc. Each case will be investigated on its own merits and payment can never be guaranteed. The insurers will be responsible for investigating the cause of the damage and they will only cover the cost of repairs if they conclude that the damage was accidental and relates to one of the insured risks.

If an OHG property is damaged by a leak for which an individual leaseholder is responsible, that leaseholder may be charged for any damage that is not covered by OHG's building insurance (excluding damage to contents).

### **9.2 Contents Insurance**

All tenants and leaseholders are encouraged to take out their own contents insurance as building insurance will not cover any damage to the contents of a property regardless of the cause of the damage. If, for example, a tenant's or leaseholder's furniture is damaged by an external leak, they will not receive any compensation for the damage from OHG and they must make a claim on their own contents insurance.

There are many contents insurance providers on the market. Contents insurance is more commonly known as home insurance. Tenants and leaseholds are advised to compare the prices of different contents insurance providers to arrange for a policy that suits their needs.

Contact numbers for home insurance providers can be found in the Yellow Pages (phone directory). The Post Office and many high street banks also offer contents insurance packages. There are also several price comparison websites on the internet that compare the prices of different providers of contents insurance. Two well known price comparison websites are [moneysupermarket.com](http://moneysupermarket.com) and [comparethemarket.com](http://comparethemarket.com). Tenants and leaseholders are advised to contact their Housing Officer if they are in any way unsure of why they should arrange for contents insurance.

## 10 PAYMENT OPTIONS & NON PAYMENT ACTION

Payment for chargeable repairs will always be sought in full. However, payments may be made in instalments if a tenant/leaseholder is unable to pay the total amount in one payment.

For general needs tenants, instalments will be collected on a sliding scale as follows:

Tenant in receipt of full Housing Benefit:	minimum instalment of £3.30 per week
Tenant in receipt of partial Housing Benefit:	minimum instalment of £5.00 per week
Tenant not in receipt of Housing Benefit:	minimum instalment of £10.00 per week

For leaseholders, instalment amounts will be agreed between the leaseholder and the Housing Officer responsible for income collection.

In the case of non payment, OHG may decide to apply to the county court for a money judgment to be registered against a tenant/leaseholder. This will allow OHG to recover the money owed. A money judgment may make it difficult for a person to get credit in the future. Residents are advised to contact OHG immediately if they are having any trouble keeping up with repayments so that a more manageable agreement can be arranged.

## 11 APPEAL

If a tenant/leaseholder is not satisfied with the service they have received with regards to this policy, they may appeal by way of the OHG Formal Complaints Procedure. Complaints will be taken by any staff member and they will be accepted in any form: verbally/email/letter/complaints form etc. The OHG Customer Contact Centre number is: **0300 123 99 66**.

## 12 REGULATION & LEGISLATION

Tenancy agreements and leases contain clauses which set out residents' obligations and duty to make good any damage caused by themselves or their household.

The following legislation has been taken into consideration in the creation of this policy:

- Housing Act 1985
- Housing Act 1988
- Landlord & Resident Act 1985
- Secure residents of Local Housing Authorities (Right to Repair) Regulations 1994
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Gas Safety (Installation and Use) Regulations 1998
- Disability Discrimination Act 1995
- Domestic Violence, Crime and Victims Act 2004

The above documents are available on the website of the Office of Public Sector Information: [www.opsi.gov.uk](http://www.opsi.gov.uk)

### **13 CONFIDENTIALITY**

Under the Data Protection Act 1998 and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or committee member
- sensitive organisational information

Officers will ensure that they only involve other agencies and share information with the consent of the resident concerned, unless:

- OHG is required to by law
- the information is necessary for the protection of children or vulnerable adults.

For further information please refer to the OHG [Data Protection Policy](#).

### **14 EQUALITY & DIVERSITY**

OHG recognises the needs of a diverse population and always acts within the scope of its own [Equality and Diversity Policy](#), the Human Rights Act 1998, The Disability Discrimination Act, and Race Relations Act. OHG works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. Regional Housing Managers are responsible for monitoring information on ethnicity, vulnerability and disability.

### **15 MONITORING & EVALUATION**

OHG will record and monitor data in the following areas:

- % of jobs raised that were chargeable
- total cost of chargeable works
- outstanding payment amounts and amount recovered
- trends in chargeable repairs.

Separate reports will be run for leasehold and general needs. Where issues of poor performance are identified, strategies will be developed to rectify the situation.

### **16 RESIDENT CONSULTATION**

OHG is committed to developing its policies in consultation with residents. To this end, we have consulted a range of residents during the development of this policy.

A questionnaire was sent to a sample of 130 residents from the Group's resident involvement database. The policy was also passed to the Chairs of Island Homes Tenants' and Residents' Associations upon their request to examine all new policies. The Chargeable Repairs and Responsibilities Policy will be reviewed biannually.