

**Rechargeable Works Policy****Approved by: Change Operational Group****Date of approval: 17 November 2017****Review date: December 2020****Version: V2****1. Statement of Intent**

- 1.1 This Policy sets out Radian's approach to the issue of rechargeable works to our tenants. We aim to identify and recover the cost of those works that are the responsibility of the tenant as a result of tenant damage, neglect or oversight. We also aim to recover costs arising as a result of damage by a third party to our property.
- 1.2 It is not our intention to make a profit from rechargeable works, but only to recover our costs and ensure tenants remain responsible for their actions or omissions.
- 1.3 We encourage tenants to arrange their own adequate home contents insurance cover which they may claim against in the event of any damage which would fall under their repairing responsibilities.

**2. This policy applies to...**

- 2.1 Rechargeable repairs are repairs that are caused by damage to fixtures and fittings, internally or externally, by a tenant, a member of the tenants' household, any visitor to the tenants' property or other third parties or agencies which cannot be attributed to normal wear and tear through the duration of their tenancy.
- 2.2 They also include all repairs which are normally the responsibility of the tenant, as detailed in the tenants' handbook, and include repairs to communal areas.

**3. Policy**

- 3.1 In most circumstances we will carry out repairs to a tenant's property at no charge in accordance with the Landlord and Tenant Act 1985 (as amended). However, in some circumstances tenants will have to pay for the repair themselves. This is covered within Section 11 of the Landlord and Tenant Act 1985 where landlords are not required to carry out repairs caused by the tenant's failure to use the property in a "tenant-like" manner.
- 3.2 Costs are recovered using a fair and consistent approach and items to be recharged could include, but are not limited to, the following:
  - Malicious damage to a property beyond normal wear and tear
  - Replacement of door locks where the tenant is locked out
  - Removal of items left in communal areas which are in breach of fire safety law

- Repairs or replacements where tenants have undertaken their own repairs or made improvements without the required permission
  - Items removed from gardens, including removal of bulk refuse
- 3.3 A recharge may also have to be paid when a tenant has ended their tenancy with us and Radian carries out works to bring the property up to an acceptable letting standard in line with the void minimum letting standard. Generally rechargeable repairs will be identified at the earliest opportunity in accordance with our Pre-void Inspection Procedure. However, sometimes recharges may not be identified until the tenancy has ended or the property has been emptied.
- 3.4 Radian's recharges are based on a list of standard charges (Appendix 1) to promote clarity and simplicity for routinely recharged works. Other works, which may be of a more complex or unusual nature, may be recharged on an individual pricing basis. Our standard charges are reviewed in line with this policy and the prices take into consideration; materials, administration, labour and travel.
- 3.5 Our policy is to take payment for rechargeable works prior to ordering, however, we accept there will be circumstances where this is not possible. These include where the tenant has no means to pay, during void works and where the tenant is in a vulnerable situation and works are needed to resolve the situation.
- 3.6 A tenant may be considered vulnerable, as defined in appendix 5 "Repairs for vulnerable tenants" in the Repairs and Maintenance Policy (Appendix 2 in this document). If so, Radian will consider whether or not it is appropriate to apply a recharge. If the repair has no bearing on the individual's vulnerability, Radian reserves the right to apply the recharge.
- 3.7 Any repairs associated with the safeguarding of a household relating specifically to domestic violence will not be recharged.
- 3.8 Specifically in relation to this policy, a tenant may be considered vulnerable as a result of circumstances relating to the proposed rechargeable works, an example of this would be when a tenant is locked out of their home and requires access to their medication indoors. In these circumstances, vulnerability might result in the works being completed before payment can be made, but we reserve the right to subsequently apply the recharge.
- 3.9 Where a tenant/former tenant does not pay for works prior to ordering, and they fall into the categories outlined in sections 3.6 and 3.7, Radian will generally raise an invoice for recovery at a later date.
- 3.10 The decision to write off any recharge must be made in line with Radian's Financial Regulations.
- 3.11 We may undertake emergency repairs for health and safety purposes, such as to secure a property or to prevent further damage. The initial emergency repair visit and any subsequent visits may be considered rechargeable to tenants.
- 3.12 Tenants may have the freedom and opportunity to find alternative contractors where practical. When considered necessary a Surveyor from Radian's Technical Services can arrange to inspect the works after they have been completed by alternative contractors.

- 3.13 We will ensure, using best endeavours, that all communications relating to recharges are transparent, open, complete and concise.
- 3.14 We will charge a minimum payment of £60.00 (including VAT) for routine minor repairs. We will make a higher charge, based on the list of standard charges, for larger jobs such as void works.
- 3.15 Tenants will have a number of different methods to make the payments, as detailed in the Income Management and Prevention of Arrears Policy.
- 3.16 We will generally not allow a tenant to transfer to another Radian property with an outstanding recharge on their account. The exception is where there are sound management reasons that override the need to repay the recharge. This is in accordance with our Allocations Policy. The outstanding recharge will remain with the tenant following the move.

#### **4. Legal & Regulatory Framework**

- Certain repairs carry obligations under Health & Safety Legislation
- Group Financial Regulations

#### **5. Related Policies**

- Repairs and Maintenance Policy
- Health and Safety Policy
- Void Management Policy
- Income Management and Prevention of Arrears Policy
- Void Management Policy
- Equality and Diversity Policy

#### **6. Related Procedures**

- Rechargeable Works Procedure
- Void Management Procedure
- Pre-Void Inspection Procedure
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#### **7. Appendices**

- Appendix 1 List of Standard Charges
- Appendix 2 Repairs for vulnerable tenants guidance

## Appendix 1

## List of standard charges [as at November 2017]

TRADE	DESCRIPTION OF REPAIR	COST Excl VAT	*TOTAL COST incl VAT	SOR (Office use only)
Carpentry	Repair kitchen unit	£50.00	£60.00	CAR073
Carpentry	Replace kitchen door or drawer front	£50.00	£60.00	CAR069
Carpentry	Repair worktop	£50.00	£60.00	CAR079
Carpentry	Replace damaged worktop	£130.00	£156.00 per 3mtr	CAR077
Carpentry	Repair door frame / Fittings	£50.00	£60.00	CAR049 CAR033 CAR99
Carpentry	Repair UPVC Door / Fittings	£50.00	£60.00	CAR035
Carpentry	Lock change	£50.00	£60.00	CAR111
Carpentry	Lock out/Gain entry	£50.00	£60.00	CAR121
Carpentry	Board up And Broken Glass – Renew D/G unit	£75.00	£90.00	CAR105 GLA001 / GLA003
Carpentry	Renew damaged internal door	£130.00	£156.00	CAR027
Carpentry	Repair fittings to any type of window	£50.00	£60.00	CAR015 / CAR019
Carpentry	Replace broken bath panel	£50.00	£60.00	CAR093
Cleaning	Studio / Flat / Maisonette	£135.00	£162.00	GRD460005
Cleaning	House / Bungalow	£210.00	£252.00	GRD460007

Clearance	Clear roof space/loft	£50.00	£60.00	GRD460004
Clearance	Clear dwelling / Garage / Shed / Garden	£200.00 per van load	£240.00 van load	FSH075
Clearance	Cooker / Washing Machine / Dryer	£50.00	£60.00	GRD091 / GRD079
Clearance	Hazardous Waste – Cathode TV / Monitor Paint / Oil Fridge / Fridge Freezer Freezers	£100.00	£120.00	GRD083 / GRD095
Electrical	Replace broken light fitting/socket/switch	£50.00	£60.00	ELE061/ELE067 / ELE069
Electrical	Replace Broken or Missing Smoke Detector	£50.00	£60.00	ELE075
Electrical	Fault caused by DIY	£50.00	£60.00	ELE085
Drainage	Blockage caused by tenant/visitor	£50.00	£60.00	GRD046/GRD047
Fencing	Replace Damaged Fencing	£50.00 up to 2lm £20.00 per additional lm	£60.00 up to 2lm £24.00 per additional lm	GRD021 GRD023 GRD025 GRD027
Finishing	Damage to walls/ceilings per room	£50.00	£60.00	FSH102719 FSH013 FSH019

Finishing	Damage to wall tiling	£50.00 up to 1m <sup>2</sup> £25m <sup>2</sup> there after	£60 per m2 £30m <sup>2</sup> there after	FSH431007
Finishing	Damage to vinyl flooring	£25.00	£30 per m2	FSH432603
Plumbing	Refix Radiator / Valve	£50.00	£60.00	HEA013 / HEA015
Plumbing	Repair leak caused by DIY	£50.00	£60.00	PLU073/HEA033
Plumbing	Replace cracked / broken / damaged WC	£140.00	£168.00	PLU085
Plumbing	Replace cracked/broken Wash Hand Basin	£140.00	£168.00	PLU001
Plumbing	Replace cracked/broken shower tray	£140.00	£168.00	PLU033
Plumbing	Replace cracked bath	£140.00	£168.00	PLU005
Plumbing	Repair chip to bath	£50.00	£60.00	PLU007
Plumbing	Replace damage/dented sink	£140.00	£168.00	PLU041

If the description of works is not listed above, refer for inspection for Operations Surveyor to survey and provide customer with quotation.

\*All prices as at 01/11/2017 are inclusive of VAT and Admin Charges. Please also note the prices are subject to change.

\*\*If there are multiple SOR recharges, i.e.4x internal doors to be replace, the first will be charged at the full rate and any additional will be charged at 50% of the original rate,

## **Appendix 2** **Repairs for Vulnerable Tenants Guidance**

### Repairs for vulnerable tenants

The Radian Group will ensure that it delivers an appropriate and priority service to tenants who are vulnerable and need additional consideration and support.

The Radian Group will make concerted efforts to collect resident information thus allowing us to identify vulnerable people and tailor services accordingly.

### **How is vulnerability defined?**

A number of user groups have been identified as being potentially vulnerable.

They include:

- Those who are older and frail - It may be that these residents have adapted homes or are in receipt of incapacity benefit.
- People with learning disabilities or mental health problems – customers or service users who have difficulty with basic everyday tasks.
- Those with physical or sensory disabilities – Residents who may struggle to perform everyday tasks as a result of their disability. They may have adapted homes, special equipment or be in receipt of disability benefit.
- Families with Young Children – where babies and children under school age are living on the premises.
- Domestic Violence and/or Abuse – where the tenant is a victim of domestic violence and/or abuse. Repairs to make a property secure will be carried out within 4 hours as per the approved Domestic Abuse Procedure.
- People with long term illnesses – where their illness makes what may usually be considered as acceptable become more important to them.

This is not a comprehensive list and an individual's circumstances will always be considered carefully by staff receiving requests for repair works.

### **How Radian adjusts its service to accommodate the needs of the vulnerable**

Once a vulnerable tenant reports a repair, our staff will:

- Establish the nature of the support and repair needed.
- Routinely adjust the urgency of a repair to suit the needs of particular user groups and individual customers if health and safety or security is an issue. Most repairs will be raised as urgent with a seven day priority; however Radian will aim to carry out these jobs within 3 days unless different timescales are preferred by the tenant.
- Prioritise older or disabled tenants for repairs and especially regarding heating
- Be sensitive and understanding when dealing with victims of domestic violence and/or abuse

- Provide appropriate assistance or guidance to tenants when carrying out repairs that are their responsibility.
- Ensure where necessary and appropriate a Housing Officer or Carer is present when repairs are carried out,
- Ensure the safety of our tenants at all times
- Deliver services in a manor that meet the specific requirements of the tenants.

Certain repairs will have their priorities adjusted for vulnerable residents as a matter of routine. These repairs will relate to essential functions and will include:

- Provision of adequate heating
- Provision of hot water & bathing facilities
- Ensuring adequate toilet facilities
- Ensuring security of the home is maintained
- Ensuring adequate lighting is available
- Ensuring a suitable power supply