



Rechargeable Repairs Policy

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3	Service Lead	Responsive Repair Manager
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15	Sign off of statement by Author(s) and Service Lead: Name(s) and date(s)	

1. Introduction

Hexagon Housing Association aims to provide an excellent repairs service when discharging our legal obligations to tenants.

This Policy is for tenants of rented properties and does not apply to shared owners or leaseholders. Shared owners and leaseholders should check their leases for how they are recharged for repairs in communal areas and Hexagon's responsibilities as these are not the same as those for tenants.

Typical responsibilities for shared owners and leaseholders can be found on the Hexagon's website:

<https://www.hexagon.org.uk/residents/information-for-homeowners>

2. Responsibility to Repair

Hexagon is responsible for maintaining the structure and utilities of our rented properties as well as communal areas. This includes standard fittings such as kitchens, bathrooms and heating systems which Hexagon has provided along with systems to supplying gas, electricity and water. We are also responsible for floors, ceiling and plastering, and will 'make good' internal decorations after carrying out repairs. Tenants are referred to their tenancy agreement for Hexagon's repairing obligations and responsibilities.

Tenant's Obligations:

There are various minor repairs that tenants are responsible for.

A comprehensive list of minor repairs that tenants are responsible for is available on Hexagon's website located at:

<https://www.hexagon.org.uk/residents/report-a-repair>

The following are examples of these minor repairs:

- Unblock sinks, hand basins and baths.
- Small repair jobs such as broken glass, electrical fuses and replacing toilet seats.
- Fitting new locks for lost keys (if keys are stolen we will replace locks with a crime number from the police).
- Internal doors (except fire doors), internal door latches and locks, handles, hinges, keys and rubber doorstops.

Rechargeable Repairs:

Rechargeable works are works that Hexagon has to carry out to maintain the condition of the property but are not Hexagon's legal responsibility as the works may have arisen from damage, neglect, abuse or misuse of Hexagon's property, fixtures and fittings by a tenant, member of the tenant's household or visitors to the tenant's property.

Rechargeable works do not include repairs that arise as a result of normal wear and tear through the duration of a tenancy.

3. Exceptions

If a tenant needs a repair done which is her/his responsibility, we will carry it out only if the tenant cannot organise the repair for themselves (e.g. because they have support needs) and provided that the cost of the estimated repair is met by the tenant in advance of the work being done.

In emergencies, (e.g. gaining entry when the tenant has lost their keys), the requirement for payment in advance may be waived provided that the tenant agrees, in writing, that they will meet the cost of the work. If we find that we have completed a repair, which is the tenant's responsibility, following their request, we will recharge them.

4. Discretionary decisions not to recharge

There are times when Hexagon will review whether rechargeable works will be recharged. This is at the discretion of the Responsive Repairs Manager in consultation with the Neighbourhood Services Team, where required. All decisions involved in the use of this discretion will be on a case-by-case basis and based on the merit of the circumstances.

5. Illegal Dumping of Waste or Rubbish

The illegal dumping of waste or rubbish, commonly called fly tipping, will be recharged to the relevant tenant if Hexagon establishes that they are responsible for the illegal disposal. Non-tenants will be recharged similarly.

6. Warranty for rechargeable repairs carried out

There is a warranty on all rechargeable repairs carried out that may be found not to meet the required standard as required by Hexagon. This is regulated by the contract that Hexagon has with its contractors. Typically, the warranty period is six months but may be more depending on the type of works completed. If a rechargeable repair is found to be below standard

within the warranty period, the contractor will be recalled remedy the problem(s) or carry out the work again under closer supervision. However if certain types of repairs, such as “patch repairs” (i.e. repairs to small sections of a whole area), are carried out and there are signs that a repair was carried out, this would not be considered below standard and requiring rework.

7. Value for money of rechargeable repairs

All works carried out on Hexagon’s behalf by our contractors are expected to be value for money in accordance with agreed rates following a competitive tender process. If rechargeable works are carried out and a tenant feels they are not value for money, the Responsive Repairs Department will review the works to see whether they are in line with our agreed rates or, if non-standard, within the industry norms. Should this review agree that value for money was not attained, we will look to reduce the cost of the works being recharged to match rates for similar works as per industry norms.

8. Affordable repayments

Hexagon is able to offer tenants affordable repayment agreements for rechargeable works carried out, but this will depend on the value of the repairs carried out and the circumstances of the tenant being recharged. Affordable repayments should be discussed with the Hexagon’s Revenue Team.

9. End of tenancy

We ensure that our properties are in good condition when they are let to tenants and we expect that tenants will leave the property in a similar condition. At the end of a tenancy, we expect tenants to clear the entire property of all items not provided by Hexagon and to make good any damage they have been responsible for, allowing for fair wear and tear. We will recharge departing tenants for any clearance or outstanding repairs, following their departure.

10. Safety Checks

Hexagon has a legal responsibility to carry out a safety check on landlord provided gas appliances once a year. There may also be other occasions where we need to inspect installations or parts of a property from time-to-

time. Tenants are contractually obliged to allow Hexagon access, upon reasonable notice unless in an emergency, and in the event that access is not provided, we may have to issue injunction proceedings to gain access. This is Hexagon's last course of action and rarely necessary. However, if injunction proceedings are necessary, we will seek the costs of this injunction from the tenant.

11. Outstanding Debts

Where a tenant has an outstanding repair-related debt with us, we will not approve an offer of rehousing from our transfer list or an application for a mutual exchange (subject to consideration of exceptional circumstances) until the debt is repaid. Where a tenant or former tenant has a significant outstanding debt for rechargeable repairs/court costs, we will pursue a claim through legal means.

12. Right to dispute

If a tenant feels that works that are being recharged should not be, they have the right to dispute the recharge. All disputes will be investigated by the Responsive Repairs Department who will assess the circumstances and evidence provided by the tenant and that available on Hexagon's systems then advise the tenant in writing of their decision.