

Rechargeable Repairs Policy

Document Owner	Responsive Repairs Manager
Prepared by	Operations Director
Approved by	Operations Management Team Directors Group
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Monitoring, Auditing and Reporting	<ol style="list-style-type: none">1. A KPI on the % of rechargeable debt collected2. The effectiveness of this process will be reported as part of the annual report on the Customer Accounts Team to Director's Group.3. The income collection and recovery processes will also be subject to regular external audit.

1. Scope and Aims

- 1.1. Where Hexagon Housing Association (Hexagon) undertakes repairs that are Hexagon's legal responsibility, the resident is not charged for the cost of the repair. However, where Hexagon undertakes repairs that are *not* Hexagon's legal responsibility, Hexagon will charge the cost of the repair to the resident.
- 1.2. The aim of this policy is to ensure that where Hexagon have undertaken repairs activity that is the tenant, shared owner or leaseholder's responsibility (as set out in their tenancy or lease agreement) the cost of this repair is recovered by the organisation.
- 1.3. This policy is for shared owners, leaseholders, and tenants of rented properties.
- 1.4. 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 can find Hexagon's repairing obligations and responsibilities in their tenancy agreement.
- 1.5. Responsibilities of tenants can be found in Appendix 1 and on the Hexagon website at: <https://www.hexagon.org.uk/residents/report-a-repair>
- 1.6. Responsibilities for shared owners and leaseholders can be found in their Lease Agreements.

2. Tenant's Obligations

- 2.1. There are various minor repairs that tenants are responsible for undertaking or arranging and paying 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>
- 2.2. The following are examples of these minor repairs:
 - 2.2.1. Unblocking sinks, hand basins and baths;
 - 2.2.2. Small repair jobs such as broken glass, electrical fuses and replacing toilet seats;
 - 2.2.3. Fitting new locks for lost keys (if keys are stolen, we will replace locks upon receipt of a crime number from the police);

2.2.4. Internal doors (except fire doors), internal door latches and locks, handles, hinges, keys, and rubber doorstops.

2.3. More examples of repairs that are the tenant's responsibility are included in Appendix 1 at the end of this document.

2.4. It is expected that tenants undertake, or arrange and pay for, minor repairs that are the tenant's responsibility. Hexagon will consider undertaking these repairs if the tenant cannot organise the repair themselves (due to having support needs), but the tenant will still be responsible for the cost of the repair. Hexagon will require the tenant to pay the cost of the repair in advance of Hexagon undertaking the repair.

3. Rechargeable Repairs

3.1. Rechargeable works are repair works that Hexagon undertake to maintain the structure and condition of the property, but that are not Hexagon's responsibility, and therefore the cost of the repair is charged to the tenant.

3.2. 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.

3.3. Rechargeable works do not include repairs that arise as a result of normal wear and tear through the duration of a tenancy. These are included as Hexagon's responsibility and you will not be charged for these repairs.

3.4. Hexagon may undertake work to leaseholder or shared owner's properties where it is the owner's responsibility and recharge them for the cost of the work.

4. Illegal Dumping of Waste or Rubbish

4.1. The illegal dumping of waste or rubbish, commonly called fly tipping, will be recharged to the relevant tenant/resident if Hexagon establishes that they are responsible for the illegal disposal. Third parties (non-residents) details will be given to the relevant Local Authority Environmental Health Team for enforcement action.

5. Affordable repayments

5.1. Hexagon can 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 must be discussed and agreed with the Hexagon's Customer Accounts Team.

6. Discretionary decisions not to recharge

- 6.1. There are times when Hexagon may decide not to pass on the cost of a recharge. This would normally only be in extenuating circumstances and where the tenants are vulnerable and/or has young children.
- 6.2. This is at the discretion of the Responsive Repairs Manager in conjunction with the Head of Property Services after 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.
- 6.3. Decisions will be recorded on the Housing Management IT system.

7. Warranty for rechargeable repairs

- 7.1. There is a warranty on all rechargeable repairs carried out by Hexagon. This is regulated by the contract that Hexagon has with its repairs contractors. Typically, the warranty period is six months but may be more depending on the type of works completed.
- 7.2. If the quality of a rechargeable repair is found to be below standard within the warranty period, the contractor will be recalled to remedy the problem(s) or carry out the work again under closer supervision, at no additional cost to the tenant.
- 7.3. 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.

8. Value for money of rechargeable repairs

- 8.1. 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.
- 8.2. 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.

9. End of tenancy

- 9.1. 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.

9.2. 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.

9.3. We will recharge departing tenants for any clearance (property or garden) or outstanding repairs, following their departure.

10. Safety Checks and Enforcement Activity

10.1. 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. In the event that access is not provided, an injunction may be needed to gain access.

10.2. 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.

10.3. Where other forms of injunctions are necessary (for example in relation to anti-social behaviour) Hexagon will also seek to recover the cost of gaining the injunction via the recharge process.

11. Outstanding Debts

11.1. 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

12.1. 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.

13. Equality and Diversity

13.1. An equality and diversity impact assessment has been carried out and is attached as an appendix to this Policy.

13.2. Hexagon will adhere to our Vulnerable Resident and Reasonable Adjustments Policy, including any communication preferences requested by residents.

13.3. Hexagon will consider and ensure that all vulnerabilities are considered and addressed before an application is made to the courts to enforce the collection of housing debt.

14. Resident Consultation

14.1. The resident Repairs Group were consulted on this policy and a wider survey of residents was conducted via the website and promoted in Home News. Resident feedback has been incorporated into this policy.

14.2. 19 survey responses were received, in addition to the comments from the Repairs Group; 24 residents in total providing 90 comments and suggestions on the policy.

15. Legal Framework

15.1. Landlord and Tenant Act 1985 section 11

15.2. Housing Act 1988 section

15.3. Environmental Protection Act 1990

15.4. Hexagon's Assured Tenancy Agreement clauses 2.16, 2.18, 3.17, 4.12, 7.11, 7.13

16. Related Hexagon policies, strategies, and procedures

16.1. Repairs Policy

16.2. Rent Arrears Policy

16.3. No Access Policy

17. Appendix 1: Tenant's Repair Responsibilities

17.1. It is Hexagon's responsibility to carry out most repairs to the outside of your home, the main structure and communal areas. Hexagon are also responsible for repairs to fittings which Hexagon have provided within the home, such as kitchen, bathrooms and heating systems, along with the systems for supplying gas, electricity and water. Hexagon are also responsible for floors, ceiling and plastering, and will 'make good' internal decorations after carrying out repairs.

17.2. There are various minor repairs that you are responsible for. These include:

- Unblocking sinks, hand basins and baths.
- Small repair jobs such as broken glass, electrical fuses and replacing toilet seats.
- Fitting new locks if you lose your keys (if keys are stolen we will replace locks if you have a crime number from the police).
- Damage caused by you, someone living with you or a visitor.
- Internal doors (except fire doors), internal door latches and locks, handles, hinges, keys and rubber door stops.
- Replacing cupboard catches, handles and hinges.
- Plugs and chains to sinks, hand basins and baths.
- Accidental damage to sinks and toilets.
- Replacing broken glass in windows and doors, unless it is criminal damage (you will need to provide an official crime number from the police).
- Decorating the inside of your home.
- Replacing door bell and smoke alarm batteries and testing smoke alarms.
- TV aerials, apart from shared ones.
- Replacing bulbs, fluorescent light tubes or starter switches, unless they are in shared areas.
- Anything that you have fitted to your home, inside or outside.
- Any non-standard items that were given to you at the start of your tenancy.
- Plumbing to washing machines or dishwashers.
- Draught exclusion to doors and windows.
- Minor plaster cracks and gaps between skirting boards and floors.
- Adapting doors for carpets.
- Bleeding radiators.
- Repairing/replacing tidy-dryers, washing lines, etc.
- Shelving and curtain rails.
- Gardening (unless covered by service charge).
- Pest control not covered by statute.
- Window locks.
- Broken glass inside your home.
- Floor tiles/lino.
- Small cracks to plaster.

18. Appendix 2: Equality Impact Assessment

Part one: Initial Screening

Name of policy, service or function		Rechargeable Repairs Policy		
Persons completing initial screening		Policy Officer		
Protected Characteristic	Is impact positive, negative, or none			Reason
	Positive	Negative	No Impact	
Age	X			This policy allows Hexagon to complete repairs that are the tenant's responsibility where the tenant is unable to complete or arrange these due to support needs, and for discretion in the recharging of repairs where a resident is vulnerable due to age.
Disability	X			This policy allows Hexagon to complete repairs that are the tenant's responsibility where the tenant is unable to complete or arrange these due to support needs, and for discretion in the recharging of repairs where a resident is vulnerable due to disability.
Sex			X	No impact identified
Gender reassignment			X	No impact identified
Race			X	No impact identified
Religion or belief			X	No impact identified
Sexual orientation			X	No impact identified
Socio-economic status	X			This policy allows for discretion in the recharging of repairs and allows for affordable repayment plans.
Literacy	X			This policy adheres to Hexagon's Vulnerable Residents and Reasonable Adjustments Policy and commits to adhering to a resident's preferred communication method

What are the arrangements for monitoring the policy and its impact on customers?

The effectiveness of this process will be reported as part of the annual report on the Customer Accounts Team to Director's Group. The income collection and recovery processes will also be subject to regular external audit. Complaints will be closely monitored and learning from complaints will feed into service improvement plans. This policy and equality impact assessment will be reviewed in three years at the latest.

As no negative impact has been identified for any group in this screening, we will not proceed to Part 2 of the Equality Impact Assessment.