

RECHARGEABLE REPAIRS POLICY

Effective Date				Version Number	0.2
Recommended Review				Review Frequency	3 years
Classification	Public	Equality Impact Assessment	Yes	Data Protection Impact Assessment	n/a
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Owner	Group Director of Resident Services				
Approved By					

1. PURPOSE

- 1.1 The aim of this policy is to set out The Barnet Group’s approach to recharging the cost of repair works that are the tenant’s responsibility. It replaces any previous versions endorsed by the Group and its subsidiaries.

2. SCOPE

- 2.1 This policy applies to all tenanted social housing properties that are managed by Barnet Homes on the behalf of the London Borough of Barnet and TBG Open Door (known as “Opendoor Homes”) which are collectively referred to as “The Barnet Group” throughout this policy. This policy also applies to any other housing entity which is managed by The Barnet Group.

- 2.2 In implementing this policy The Barnet Group will:

- comply with all relevant legal and regulatory requirements and guidance;
- provide a high quality and customer-focused approach to completing repair works and the administrative processes that relate to repair works;
- promote responsible behaviour from tenants towards their property;
- make sure rechargeable items are set out with transparency, are clearly communicated, and are dealt with efficiently and fairly;
- recover the costs of rechargeable items, where justified, from current and former tenants; and
- take into account, wherever possible, residents’ additional support needs and vulnerabilities where we are aware of these.

- 2.3 Tenants who have made alterations to properties without the correct written permission, and where the work is not to The Barnet Group’s required standards, will have to return the property to its original condition or be recharged for this work.

3. POLICY STATEMENT

- 3.1 The Barnet Group is required by law to maintain the structure and exterior of the properties it manages in good repair, together with the supplies and fixtures for the main services provided. Tenants are responsible for keeping their home in good condition, and they are responsible for carrying out some repairs in accordance with their tenancy agreement.

- 3.3 Items that are the tenant’s responsibility to maintain but are repaired by The Barnet Group may be subject to recharge to the tenant. Recharges will represent The Barnet Group’s reasonable costs in undertaking the repair, including parts, labour, administration, value added tax (VAT), and overheads. The cost of repair works is usually calculated in accordance with The Barnet Group’s schedule of rates for repairs works, unless a specialist repair service is required.

3.4 As legislation and policy changes, the responsibility for repairs may also change. This means that there may be times when The Barnet Group has carried out a repair in the past, but where it is now the tenant's responsibility. If this happens, The Barnet Group will inform tenants about this change of responsibility.

4. RESPONSIBILITIES

4.1 **The Barnet Homes and Opendoor Homes Boards** have overall responsibility for ensuring the organisations meet their legislative, statutory, and regulatory requirements.

4.2 **The Group Director of Resident Services** has overall responsibility for this policy.

4.3 The **Head of Repairs** has operational responsibility for this policy. They are responsible for scrutinising performance and outcomes, for ensuring staff in their service areas are aware of and understand this policy, and for supporting its appropriate application.

4.4 **All employees and contractors** are responsible for following this policy and for treating residents with respect while carrying out their job.

5. POLICY

5.1 Definition of a rechargeable repair

5.1.1 The Barnet Group defines a rechargeable repair as a repair or clearance work that is necessary because of one or more of the following:

- Repairs carried out by The Barnet Group where the repair would normally be considered the responsibility of the tenant (please refer to Appendix 1 to this policy for a list of repairs responsibilities for The Barnet Group and tenants);
- Damage (other than fair wear and tear) caused by a tenant or their family, invited guests, or contractors employed by them, either through wilful action or negligence;
- An item becoming defective due to anything other than reasonable wear and tear;
- Damage to the property or neighbouring properties caused by alterations carried out by a tenant (regardless of whether these alterations were done with The Barnet Group's approval);
- Property or garden clearance work either during or at the end point of the tenancy (including clearing of items left in any communal areas);
- Missing items that are The Barnet Group's property, for example fire doors or radiators.

5.1.2 Other circumstances in which The Barnet Group may recharge include (but are not limited to):

- Abuse of the emergency call-out service (e.g. a repair is reported as an emergency but is not genuinely an emergency);
- Any court costs incurred by The Barnet Group as a result of the tenant breaching the conditions of their tenancy.

5.2 Repairs and other responsibilities

5.2.1 A full list of the repair responsibilities of The Barnet Group and of tenants is included at Appendix 1 to this policy.

5.2.1 Tenants are responsible for making sure they take appropriate steps to keep their home in a good state of repair. These responsibilities include:

- a) You must keep your home clean and free from rubbish. If you do not, we will charge you the cost of any work we need to do (for example, for removing rubbish). Pests (such as bed bugs and fleas) can get into your home on things like second-hand furniture or clothing. If this happens you will have to pay the cost of getting rid of them.
- b) You must look after any fixtures and fittings in the property and make sure anyone else living with you or visiting the property does not damage it or any areas you share with other households.
- c) You must tell us straight away if we need to repair anything that is our responsibility.
- d) You must pay us the cost for repairing or replacing any damage you, or anyone living with you or visiting your home, have caused to your home or estate.
- e) You must allow us access to the property to undertake repairs. If you do not allow us into your home, we can charge you any reasonable cost we have to pay for forcing our way into your home.

5.3 End of tenancy

5.3.1 When tenants move out of a property, they are responsible for work that may be required to bring the property up to a minimum acceptable standard for a new tenant, including:

- cleaning the property;
- clearing gardens and any rubbish from the property or garden, or cutting grass, and ensuring that trees and hedges are left in a reasonable condition with garden waste cleared away
- lifting and removing tenant-installed floor coverings;
- rectifying any DIY works that have been completed;
- removing panels, tiles, shelves, and other tenant-installed fixtures and fittings; and
- repairing or replacing any damaged plaster or plasterboard as a result of the removal of any tenant-installed fixtures and fittings.

5.3.2 You must remove all furniture and possessions from the property. This includes carpets, laminated flooring, and any other floor covering that The Barnet Group did not supply (unless you have our permission in writing to leave something in the property). We will charge you the cost of removing any items that are left in the property without our permission, and any items left outside of the property (or any area outside the property) without our permission.

5.3.3 You must remove all rubbish from both inside and outside the property. This includes cupboards, attics, sheds, outhouses, and the garden. We will charge you the cost of removing any rubbish that is left in the property, or in any areas outside the property.

5.3.4 You must remove any greenhouses, sheds, ponds and decking from your property when the tenancy ends, unless you have our permission in writing to leave them. If we must remove them, we will charge you any costs involved.

5.3.5 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install in your home. If you leave them behind at the end of your tenancy, they will become our property. If you take them with you, you must put the property back to the way it was before you made the improvements. If you do not, we will charge you for the work to put things right.

5.3.6 The Barnet Group is not responsible for any of your possessions left in the property or outside of the property after you end your tenancy. If you leave anything behind, we will charge you the cost of removing it.

5.4 Charges

- 5.4.1 When a repair that is rechargeable is reported, you will be advised of the cost if the information is available at that time. You will also be sent a follow-up letter, text message, or email to inform you in writing that you are to be recharged for the repair. If the cost is not available at the time the repair is requested, a letter, text message, or email will be sent within 10 working days advising of the amount to be recharged.
- 5.4.2 If you are unwilling to pay for a rechargeable repair that is affecting the structure of the property or affecting tenants on health and safety grounds, a decision may be taken for The Barnet Group to carry out the repair and retrospectively charge you for the cost of this. [The Barnet Group may give your details to a debt-collection agency to help us recover any money you owe us.]
- 5.4.3 If a tenant owes multiple debts, the payment of rent arrears will always be the priority debt over other debts due to The Barnet Group.
- 5.4.4 If a tenant is unable to pay the amount due for a recharge in full, a repayment plan can be discussed with The Barnet Group - or a company designated by The Barnet Group). Depending on the circumstances of the case, a repayment plan may be agreed at a reasonable level.
- 5.4.5 If you leave your home for any reason without paying rent or any charges you owe us and without making any arrangement to pay, we may give your details to a debt-collection agency to help us recover any money you owe us.
- 5.4.6 If you owe a housing related debt and open a housing application with Barnet Homes, then you would not normally qualify for the Housing Needs Register (as per section 2.2.1 of Barnet Council's Housing Allocation Scheme). This means that Barnet Homes might help you with your housing, but that you would normally be placed into 'Band 4' - the lowest priority band for housing assistance – until the housing related debt has been paid.

5.5 Permission to make alterations

- 5.5.1 All tenants must seek written permission from The Barnet Group before making any significant alterations to their home. Please note that:
- We will only refuse permission for alterations if there is a good reason. However, some alterations may require planning permission and building regulations approval.
 - If you start without permission, we can charge you for any repairs or ask you to put your home back to its original condition.
- 5.5.2 If alterations are carried out without permission from The Barnet Group and you apply for a mutual exchange, this may cause delays to the mutual exchange process. This is because these works may not have been completed to The Barnet Group's specification.

6. EQUALITIES

- 6.1 The Barnet Group is committed to promoting equality of opportunity, fairness, and accessibility. We recognise that all customers should be treated equally and fairly regardless of their age, disability, gender reassignment, marriage and civil partnership status, pregnancy and maternity, race, religion or belief, sex, and sexual orientation, and we will not directly or indirectly discriminate against any person or group in implementing this policy and its associated procedure.
- 6.2 We will act sensitively towards the diverse needs of individuals and communities and may provide communications in alternative formats where practicable and appropriate to assist customers with distinct communication needs. Exceptions may be made to this policy in order to accommodate an individual's needs, and The Barnet Group will consider requests for reasonable adjustments in line with the Equality Act 2010.

7. FEEDBACK

7.1 Anyone who is dissatisfied with any aspect of the services provided by The Barnet Group will have the opportunity to seek redress through our Complaints and Compliments policy. We welcome all feedback, good or bad, in all formats, and will provide reasonable support as required to enable people to make complaints.

8. MONITORING AND REVIEW

8.1 We will monitor the effectiveness and implementation of this policy and will recommend changes to improve service delivery where appropriate.

9. RELEVANT LEGISLATION

- Housing Act 1988, 1996, 2004
- Landlord and Tenant Act 1985 1987
- Equality Act 2010
- Human Rights Act 1998

10. LINKS WITH OTHER POLICIES AND DOCUMENTS

- Responsive Repairs Policy
- Complaints and Compliments Policy
- Equality, Diversity, and Inclusion Policy

DOCUMENT CONTROL

Version	Type of Change	Date	Revisions from Previous Issues
0.1	Document creation	08/12/23	First draft
0.2	Review	25/03/24	Good practice review by Director of Strategy

Appendix 1: repairs responsibilities

1. The Barnet Group's repairs responsibilities

The Barnet Group has a legal obligation to keep the external structure of the property in good repair and to keep it wind and water-tight. We will also repair the following (please note, repairs may be recharged to the tenant in the event of wilful damage):

- drains, gutters and external pipes;
- lighting and power - including any external or emergency lighting;
- fittings in properties which supply water, gas, electricity, and sanitation including sinks, basins, baths, and toilets;
- fittings in properties to provide adequate facility for the storage and preparation of food (worktops, cupboards, sink, spaces for white goods);
- fittings for water and heating that we supply;
- footpaths and steps to properties;
- infestations of rats, mice, cockroaches, and Pharaoh ants, and block infestations of bed bugs in sheltered schemes;
- the internal structure (such as walls, floors, ceilings, and stairs). This includes rising and penetrative dampness;
- fire compartmentation, fire safety equipment and fire doors
- fire signage and notice boards
- outside external walls, external doors, window sills, and frames;
- roofs and chimneys (chimneys will not be swept);
- shared (communal) areas including entrances, halls, stairways, lifts, rubbish chutes, and bins (including recycling bins); and
- shared (communal) TV aerials.

2. Tenants' repairs responsibilities

Tenants must not tamper with flat entrance doors, which includes items such as door-bells, cat flaps, and letter boxes.

Repairs for which tenants are responsible include:

- carpets, carpet thresholds, and carpet grippers;
- chains and plugs on basins, baths, and sinks;
- condensation-related issues;
- curtain and window blinds, rails, and fittings;
- decoration (internal);
- domestic appliances belonging to the tenant, including gas or electrical cookers;
- drains (not including waste pipes - tenants must demonstrate that they have made all reasonable efforts to unblock waste pipes, including the use of a plunger or domestically-available drain cleaning products);
- fixtures and fittings, such as coat hooks, curtains, and curtain rails
- garden maintenance including trees, boundary hedges, paths, and hard standings (if a tenant has sole use or it is shared with no service charge for maintenance);
- infestation by pigeons, bedbugs, garden ants;
- internal door locks, furniture, frames, architraves, and skirting boards;
- keys and locks, and replacement fobs for door entry systems;
- laminate flooring, except when the damage is caused by other repairs we have carried out;
- telephone points;
- toilet seats;
- TV aerials and sockets (unless communal);
- washing lines (unless communal);
- waste blockages – including basin, bath, and kitchen sink; and

- wooden sheds
- repairs which are required as a result of negligence or damage by a tenant or anyone living in or visiting the property

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