

Residents' feedback on The Barnet Group's draft Rechargeable Repairs Policy
23.05.24

Feedback from residents	The Barnet Group's response to residents' feedback
1. The policy should make it clear when repairs would be recharged.	Within the policy, the definition at section 5.1 specifies cases when we may recharge a tenant for the cost of repair works.
2. Specifying that tenants are responsible for "condensation - related issues" is not correct, and may not comply with Awaab's Law.	<p>The Barnet Group has a standalone Damp, Mould & Condensation Policy which complies with the Government's legislation. The policy outlines the Group's responsibilities and tenants' responsibilities in relation to damp, mould and condensation. The policy is clear that The Barnet Group and tenants both have responsibilities in relation to damp, mould and condensation.</p> <p>However, following your feedback, we have removed reference to 'condensation-related issues' from the Rechargeable Repairs Policy.</p> <p>Currently, the government is consulting on plans for Awaab's law, and we note that the law has not yet been implemented by the government. The Barnet Group will comply with Awaab's Law once it is implemented.</p>
3. The policy should contain detail of the cost of repair works.	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. A schedule of rates is a pre-priced list of typical repair and maintenance tasks. We have chosen to not put costs within the policy because costs are liable to change.
4. The policy should include an appeals process, to enable tenants to challenge a decision that they believe is wrong or unfair.	We have added a section within the policy to outline the appeals process, for if tenants wish to appeal against a repair being deemed rechargeable.
5. Repairs should not be recharged to tenants with disabilities or vulnerabilities.	<p>In practice, there are circumstances when The Barnet Group will not seek to recharge tenants for the cost of repair works – for example in cases of severe financial hardship or where The Barnet Group has seen evidence of a tenant's disability or long-term health issue that has a bearing on the property condition.</p> <p>Following your feedback, we make it clearer within the policy that The Barnet Group may use discretion to waive the cost of a recharge - to not require the tenant to pay for the repair works - in certain</p>

	<p>exceptional circumstances. For example, it might be appropriate for The Barnet Group to not recharge a tenant if the tenant has a disclosed, prolonged or considerable disability, mental health issue, learning difficulty or where a recharge would result in considerable financial hardship.</p> <p>At the same time, we note that tenants are responsible for keeping their home in good condition, and they are responsible for carrying out some repairs – in accordance with Barnet Council’s tenancy agreements. Where a required repair is the tenant’s responsibility, it is justifiable for The Barnet Group to seek to recharge for the cost of repair works. If The Barnet Group does not recharge for these works, then there is less money available to The Barnet Group to spend on completing repair works that are not the tenant’s responsibility.</p>
<p>6. If repairs are carried out to building or communal areas that have been caused by a tenant and the tenant gets charged, will this also be deducted from leaseholder service charges?</p>	<p>If a tenant is recharged for repairs to a block’s structure or communal area, the cost of those repairs would not then be passed onto leaseholders.</p>
<p>7. Has this policy been reviewed by scrutiny or the Resident Board?</p>	<p>We have consulted on this draft policy with a group of tenants. Before publishing the policy, we have reviewed and acted upon these tenants’ feedback – as per the information within this document. We opted to do this and to not request a policy review by the Resident Board.</p>