



## Chargeable Repairs Policy

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Version 1

**Approved by:** Executive Team  
**Approved date:** 22 March 2017

### 1.0 Introduction

1.1 This Policy sets out our approach to charging residents for repairs and related costs they're responsible for. It describes:

- When we'll charge for repairs
- How we'll charge for repairs
- What happens if residents don't pay recharges
- What residents can do if they're not happy with a charge.

1.2 This Policy applies to all areas of Optivo, except shared owners and leaseholders. When we use 'you' and 'your', we mean residents. The terms 'we', 'our', and 'us' means Optivo.

1.3 We will not tolerate malicious or intentional damage to property and promote a responsible attitude by our residents. You're responsible for any accidental or deliberate damage caused by members of your household or any visitors (including children).

1.4 We ensure you're aware of your responsibilities when you sign your occupancy agreement. We encourage you to have contents insurance to cover accidental damage to the property.

1.5 When we use 'you' and 'your', we mean residents. The terms 'we', 'our', and 'us' mean Optivo.

### 2.0 When we'll charge for repairs

2.1 We will charge for repairs when they're:

- Your responsibility (as detailed in your tenancy agreement and our Responsive Repairs Policy)
  - **or**
- The result of damage caused by you, other household members or a visitor (whether deliberate, accidental or through negligence).
- or
- Required to rectify work or repairs you've carried which aren't to the required standard.

[Appendix One](#) details examples of when we'd charge. If the work is our responsibility we'll follow our Responsive Repairs Policy.

2.2 We may not charge you in exceptional circumstances, including:

- Where damage is criminal, caused either by an unknown person or in situations of domestic abuse, or harassment
- Where damage is found following the end of a tenancy and it is considered insensitive or inappropriate to pursue the former resident or their next of kin for the charges. For example, where residents have been moved into hospital, residential care, or they've died.

### 3.0 How we'll charge for repairs

3.1 When you report a repair to us, we'll let you know who's responsible wherever possible – you or us (in line with your tenancy agreement).

If it's us or another relevant landlord we'll follow the Responsive Repairs Policy to get the work done.

3.2 If it's an emergency or your tenancy has ended, we'll carry out the works and recharge the costs to you. If you do not pay the full amount within 28 days of the invoice date, we add a 10% administration fee.

3.3 If it's something you're responsible for (see [Appendix One](#)) and not an emergency, you'll need to complete the work yourself. You may carry out the work yourself or pay a suitably qualified person. These are subject to quality checks and we may charge you if the work carried out is not to the required standard and we incur a cost to rectify this.

3.4 You can ask us to carry out the work on your behalf, if you have a clear rent account. You will need to pay us in advance. We won't carry out any non-emergency works until we receive full payment.

3.5.1 If you ask us to do the work, you'll need to pay in advance. We will:

- Tell you the cost
- Agree a payment plan if you let us know you need to spread the cost
- Add a 10% administration fee if you don't pay the full amount within 28 days of us confirming the costs to you.

3.6 If the amount you pay in advance doesn't cover the full cost of works needed when we come to carry out the work, we'll tell you the increase in cost, and ask you if you want us to continue. We will recharge you for the additional cost.

### 4.0 What if I don't pay a recharge?

4.1 If you don't pay the recharge, we will:

- Look to recover the debt in line with our [Arrears and Sundry Debt Policy](#)
- Take court action
- Not agree a transfer while you owe us money for a repair (except urgent moves – see [Housing Options & Lettings Policy](#)).

## **5.0 What can I do if I'm not happy?**

### **5.1 Recharges**

If you feel you should be exempt from a recharge you can ask us to review your case. We'll review the reasons for a recharge. We won't consider altering the amount we're recharging you.

A senior manager (determined by the nature of the recharge) will consider your case and let you know their decision within five working days.

### **5.2 Charging in advance**

If you're not happy with the amount we'll charge to carry out non-emergency works you're responsible for, you'll need to make your own arrangements to get the work completed. You can find another service provider and pay them to complete the work.

You need to ask our permission before carrying out any alterations to your home (in accordance with your occupancy agreement). If you don't we may charge you to rectify any alterations you make.

## **6.0 Review**

6.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

## Examples of when we'll charge for repairs / works

We'll charge when the works needed are your responsibility or there's deliberate damage. This includes, but is not limited to:

- **Repairs you're responsible for:** such as replacing locks and lost keys, broken toilet seats, unblocking sinks, bath plugs, sweeping chimneys, existing fences which you share with neighbours and replacing batteries in smoke alarms. See our Responsive Repairs Policy for more details.
- **Repairs due to damage or misuse:** when works are due to damage or misuse by you, your family or friends to fixtures or fittings in your home or communal areas. The damage can be accidental or deliberate. Examples of some communal fixtures and fittings are intercoms, windows, doors, walls, footpaths, waste pipes and lights.
- **Vandalism:** works to rectify vandalism damage where an individual admits causing the damage or is prosecuted by the Courts.
- **Alterations:** if you carry out improvement works not of an acceptable standard we'll rectify the work ensuring the health and safety of residents and the property.
- **Alterations where you've not asked our permission**
- **Garden and property clearance when tenancy ended:** gardens and communal areas should be kept clear and tidy. Properties should be left empty, including the loft space. We'll recharge you for the costs of removing and storing anything left in a property or garden as per your occupancy conditions.
- **Clearing, cleaning and repairing a filthy or verminous property:** terms are defined under the Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961).
- **Damage caused to your home or communal areas because of works to a leasehold, shared or privately owned home.** For example if a repair by a private owner led to flooding of communal areas or other properties, we'll rectify the work if the health and safety of residents is threatened. And recharge the owner. If the works aren't urgent, we'll take legal action to ensure they carry out the repairs.
- **Damage to furnishings in part furnished temporary accommodation.**