



Chargeable Repairs Policy

1. Policy Statement

- 1.1 Yorkshire Housing strive to provide our customers with great homes and places to be proud of. Maintaining and repairing Yorkshire Housing homes is essential in achieving high quality homes for our customers.
- 1.2 Customers can be charged for repair work that is completed if it is deemed a chargeable repair. This is supported by our tenancy agreements with our customers.
- 1.3 This policy recognises the complex mix of circumstances at play when determining whether a repair should be charged to our customer. We will always take a customer-focused approach on our decision making.

2. Policy Aims

- 2.1 The aims of this policy are:
 - To give customers and colleagues a clear and transparent statement that sets out how the decision to charge a customer for repairs will be taken.
 - To help promote a cultural expectation that customers will continue to value and take care of their home.
 - To help reduce the number of chargeable repairs that need to be carried out. This will reduce the number of repairs needed to be completed before re-letting a home.
 - To set out which factors will be taken into consideration when exercising discretion when operating within this policy.
- 2.2 The policy fits with the values of Yorkshire Housing:
 - Doing the right thing not the easy thing – Yorkshire Housing takes a responsible and balanced approach to recovering costs for Chargeable Repairs. This includes providing support to our diverse customer base, making sure we always put the customer at the heart of what we do.
 - Creating Trust - Our culture is based on trust. Personal accountability fuels what we do and runs through every team. This policy will help make sure we take a fair and transparent approach to chargeable repairs and give guidance on the circumstances where discretion can be used to protect vulnerable customers.

- Strong resilient and innovative business – This policy supports a forward-thinking approach to collecting chargeable repairs and Yorkshire Housing recognises that this will contribute to its financial stability by effectively managing its assets and service delivery.

3. The Policy

- 3.1 A chargeable repair is when there's been damage to a Yorkshire Housing property that's been caused by accidental or wilful damage, or neglect.
- 3.2 This damage can be caused by the customer, members of the household or visitors.
- 3.3 Customers are responsible for the cost of any works required due to damage to any fixtures and fittings either external, internal, or in communal areas.
- 3.4 VAT is charged on all Chargeable Repairs.
- 3.5 Where customers have caused damage to their homes, legal action will be considered. Any damage considered to be 'criminal damage' will be reported to the Police.
- 3.6 Chargeable repairs will be identified in several ways. These include, but aren't limited to, conversations with customers when they call to request a repair, visits by colleagues or contractors to homes for inspections, other repairs visits and for appointments with customers.
- 3.7 There will be no charge for works completed if it is identified by Yorkshire Housing as fair wear and tear.
- 3.8 The customer can arrange for the repair to be completed by someone outside of Yorkshire Housing at their own cost. If this is the case, works undertaken must be in line with current legislation/regulations where applicable. The customer will also need to get permission by Yorkshire Housing to undertake these works.
- 3.9 Because of health and safety, repairs such as central heating, gas and electrical works and plumbing is excluded from point 3.8. The work will be completed by the Yorkshire Housing repairs teams or an appointed contractor the recharged to the customer.
- 3.10 Chargeable repairs can include, but are not limited to:
 - Replacing broken windows.
 - Renewing or repairing damaged internal doors.
 - Replacing locks / lost keys.
 - Cracked toilets, basins and baths.
 - Alterations that have been carried out by the customer and need returning to their original state.
 - Damage caused by pets.
 - Repairs reported as emergencies, which, when attended by Yorkshire Housing or one of its contractors is not an emergency in line with the out of hours repairs emergency response criteria.
 - Repairs that are a customer's responsibility and the customer pre-pays Yorkshire Housing to carry out the repair.

- Missed appointments when emergency attendance has been requested and the customer is not at home or available.

3.11 There may be exceptional circumstances where Yorkshire Housing may want to waive any charges associated with the repair. Yorkshire Housing will review each chargeable repair on a case-by-case basis and look at all information given. We'll consider matters such as:

- Vulnerability.
- Disability.
- Health issues.
- Where the customer has been subject to domestic violence and/ or anti-social behaviour.

3.12 Yorkshire Housing will contact and discuss individual circumstances with the customer. A member of staff at Yorkshire Housing will carry out background checks and contact other agencies who might hold valuable information when making decisions in relation to the charges. This will only happen with the full consent of the customer.

3.13 We'll always explain how we've come to our decision, making sure that all relevant matters have been considered and the customer feels heard.

4. Complaints and Appeals

4.1 Where a customer has a complaint regarding a chargeable repair, the customer should follow the Complaints and Feedback Policy. The customer should communicate that they wish to raise a complaint in writing, email or over the phone with the Customer Experience Team, so that it can be recorded on our systems and raised to the appropriate team.

4.2 The Complaints and Feedback Policy provides more detail and includes the timescales to which both parties should adhere to.

5. Payment in advance

5.1 If a customer asks that Yorkshire Housing complete an essential chargeable repair, payment in advance will be required.

6. Agreement to pay by instalments

6.1 If a customer is unable to meet the full cost of the repair immediately, payment by instalments may be agreed.

7. Recovery of charges

7.1 In situations where the customer does not pay the charge or fails to keep to an agreed payment plan, recovery action may be taken.

- 7.2 Whilst a chargeable repair remains unpaid, any subsequent requests for chargeable repairs could be delayed until the customer accepts responsibility for the costs and agrees to a payment plan or pays for the repairs. This only applies to repairs requests that are not considered to be urgent.
- 7.3 Customers requesting to transfer home or move by way of exchange won't normally be offered a move whilst there are outstanding chargeable debts owing to Yorkshire Housing. Discretion to waive this requirement for exceptional circumstances are acceptable provided reasonable efforts are being made to clear the debt.
- 7.4 Where a chargeable debt is incurred, or remains, after a customer has moved out of their home, we'll implement our debt recovery procedure. This may include the involvement of a debt collection agency and the commencement of legal recovery proceedings.
- 7.5 Bonds provided at the start of the tenancy may be used to cover any chargeable repairs arrears owing, or damages/ clearance charges identified, on the void's inspection, this is once the rent account balance is cleared.

8. Visitors

- 8.1 If a customer, their friends, or family have damaged the home, left unauthorised improvements/alterations, left items that require clearing, or the home needs cleaning, Yorkshire Housing will charge the customer for putting these matters right.
- 8.2 Deliberate or malicious damage to internal and external communal areas of the Yorkshire Housing location, by customers or their visitors, to the scheme/block of flats, will be chargeable.
- 8.3 If damage is caused by a third party outside the household (including invited guests) and if the police have been informed, and a crime reference number is provided to the customer, then the customer may still be charged, this will be determined by Yorkshire Housing. An example of this could be where the actions of the customer are deemed to have contributed to the causing of the damage.

9. Vulnerable Customers

- 9.1 For the purpose of this policy "vulnerable customers" could mean customers with care needs and other vulnerable adult groups. We will take the needs of each individual customer into consideration when arranging and providing services.

10. Safeguarding

- 10.1 All Yorkshire Housing colleagues, following the Responsive Repairs Policy, should consider whether there are any safeguarding implications for each case. Consider whether any children or vulnerable adults are at risk of harm or self-neglect. If so, Section 1 of the Safeguarding System (SCR1) should be completed within 24 hours of receiving the information.
- 10.2 Once recorded on the safeguarding system, the case will be allocated to a Designated Safeguarding Persons and the necessary actions can be taken and recorded to safeguard customers as far as reasonably practicable.

- 10.3 Yorkshire Housing colleagues should follow the links to the Safeguarding Adults and Children Policies, and local procedures, on [Central](#) Safeguarding page.
- 10.4 If a customer requires more information regarding safeguarding and raising safeguarding concerns please follow the link, which will send you to our [website](#) for more information.

11. Equality and Diversity

- 11.1 Yorkshire Housing is committed to promoting equality of opportunity and creating an environment that is inclusive and free from discrimination or harassment.
- 11.2 We will ensure fair treatment of all of customers regardless of race, ethnic origin, nationality, gender, disability, religion, marital status, maternity, sexuality or sexual orientation, or age.
- 11.3 For further information, please refer to Yorkshire Housing [Equality and Diversity Policy](#):

12. Diversity and Inclusion Implications

- 12.1 Making sure that our policies are inclusive and ensure fair treatment for all is really important to us. The policy ensures fair treatment for anyone who may raise a concern under this policy or is part of an investigation, regardless of race, ethnic origin, nationality, gender, disability, religion, marital status, maternity, sexuality or sexual orientation, or age. If you think we've got this wrong, please contact the policy owner.

13. Reporting and Monitoring

- 13.1 This policy will be reviewed regularly to reflect current legislation and good practice.

Date approved	17 July 2024
Approved by	Homes and Places Committee, 10th July 2023
Recommended / scrutinised by	Head of Service Directors Customer Voice and Review Committee, 6 July 2023
Summary of changes	All abbreviations have been removed and replaced in full as Homes and Places Committee requested. Under complaints and appeals we have updated this to refer to the Complaints and feedback policy. Under Safeguarding point 10.3 we have updated the link to Central, rather than YOHO, which is no longer used. We have updated the list of associated policies, procedures and guidelines.
Frequency of review	Reviewed Annually
Next review date	2025
Policy owner	Angela Havens, Head of Customer Service Delivery.
Policy author	Mary Davoile, Rent Account Manager.

Associated policies or guidelines	Accessible Services Policy Adaptations Policy Active Asset Management Strategy Complaints and Feedback Policy Electrical Safety Policy Equality and Diversity Policy Gas Safety Policy Housing Health and Safety Rating System Responsive Repairs Policy Right to Compensation for Improvements Policy Right to Improve Safeguarding Children Policy Safeguarding Adults Policy Tenancy / Leasehold / Managing Agent Agreement
Associated procedure	Gas Safety Procedure Electrical Safety Procedure No Access Procedure Mutual Exchange Procedure