



**AST-POL-21-07**

**Rechargeable Repairs Policy**

April 2020

<b>0.</b>	<b>DOCUMENT CONTROL</b>		
<b>0.1</b>	<b>SUMMARY</b>		
	Torus is committed to providing excellent customer services that represent value for money to its customers and partners. This document is designed to set out the policy of Torus in respect of chargeable repairs. The policy will apply to all Torus current and former tenants and leaseholders.		
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## 1. Introduction

- 1.1 Torus is committed to providing excellent customer services that represent value for money to its customers and partners. This document is designed to set out the policy of Torus in respect of chargeable repairs. The policy will apply to Torus current and former tenants and leaseholders.
- 1.2 Torus is committed to keeping its properties in a good condition and in doing so will meet both its statutory and contractual responsibilities. Torus's approach to property maintenance is detailed in its Great Homes Strategy (Asset Management Strategy).
- 1.3 Torus recognises that its customers consider the delivery of an excellent repairs service to be very important to them. As such Torus aims to provide a quality service, on time and with the highest standards of customer care. This is achieved through ensuring flexibility, consideration for individuals and continuous monitoring of the cost-effectiveness of the repairs services team to meet the challenging and developing expectations of Torus's customers.

## 2. Purpose

- 2.1 The main aim of the Chargeable Repairs Policy is to contribute towards the efficient and effective management of the housing stock. It will assist in providing well maintained homes for all TORUS tenants and ensure that expenditure is effectively managed.
- 2.2 A key aim of the policy is to ensure Torus's approach to rechargeable repairs is in line with best practice in the social housing sector.
- 2.3 The specific objectives of the policy are as follows:
  - To ensure that there is a consistent and transparent approach to rechargeable repairs;
  - Provide guidance on the circumstances where discretion may be exercised;
  - Provide the basis for calculating the amount of the rechargeable repairs;
  - Define the payment arrangements;
  - Set out the recovery arrangements if payment is not made; and
  - Monitor the performance of the Rechargeable Repairs Policy in the interests of continuous improvement.

## 3. Scope

- 3.1 Rechargeable repairs are generally defined as repairs that are the tenant's responsibility in accordance with the Torus tenancy agreement.
- 3.2 This includes any repair that would normally be Torus responsibility, but which Torus has determined to be rechargeable because it has arisen due to the tenant(s) (or any member of their household, family, friends or visitors) neglect, willful damage or accidental damage. This applies either during the tenancy or after vacation of the property.
- 3.3 Wear and tear will account for the majority of repairs when fixtures and fittings reach the end of their useful life and need to be replaced. Generally, these types of repairs would not be rechargeable and typical examples of wear and tear may include the renewal of light fittings, taps and door hinges.
- 3.4 Some repairs will occur as a result of an accident and not out of willful neglect or abuse. Nevertheless, in these circumstances the repair will still be rechargeable to the tenant. This would include the loss of keys.

- 3.5 Repairs to void properties which have arisen from neglect, willful or accidental damage caused by the former tenant will be rechargeable. The costs of removing rubbish or other tenant possessions left in an empty property by the former tenant will also be rechargeable.
- 3.6 The tenant will be held responsible for the actions of others who visit or live at the property.
- 3.7 Rechargeable repairs will generally be as a result of willful damage by the tenant or former tenant but can also arise because of unauthorised alterations.
- 3.8 Where a repair becomes necessary as a result of the Police forcing access to a property, this will generally be recharged to the tenant, unless there are extenuating circumstances, e.g. where serious concerns have been raised for the tenant's welfare and forced access has been deemed necessary by the Police or other concerned parties, to determine the tenant's safety and wellbeing.
- 3.9 Repairs which become necessary as a result of Police actions in the execution of an arrest or search warrant will be recharged to the tenant. The recharge will apply irrespective of the outcome of the forced entry and whether the tenant is charged with any crime. In such cases, where the tenant is unable to meet the upfront costs of expensive repairs or replacements, the association will ensure our obligations as landlord are met by carrying out any essential repairs needed to make the property wind and watertight, and safe and secure. However, non-essential repairs or replacements need not be carried out until the tenant is in a position to cover these costs.

## **4. General provisions of the policy**

### **4.1. Discretion**

- 4.1.1 Carrying out works that are the tenant's responsibility will only be done as a last resort unless it is a health and safety issue or has a detrimental effect on the Torus asset.
- 4.1.2 There may be exceptional circumstances where Torus may want to waive the charge. Each case will be considered on its merits and typically these will include reasons such as health, vulnerability, and disability.

### **4.2. Amount Payable**

- 4.2.1. There will be a schedule of rates for the most common recurring chargeable repairs (e.g. lock changes, re-glazing or repairs to internal doors) which will include an administration charge.
- 4.2.2. For non-standard items an inspection will be carried out and the customer will be given an estimate of the cost of the works and must accept the cost of the works before any works takes place.

### **4.3. Payment arrangements**

- 4.3.1. Where the repairs are of an emergency nature and it is not possible to collect the payment in advance the customer must accept responsibility for the cost of the works by signing an agreement to pay form before any work is carried out
- 4.3.2 Torus recognise that in some circumstances the financial hardship the recovery of rechargeable repair costs in full may cause, and in appropriate cases

### **4.4. Recovery in the incidence of non-payment**

- 4.4.1 In situations where the customer does not pay the charge or fails to keep to an agreed repayment plan Torus will take recovery action as necessary in accordance with its recovery procedures and chargeable repairs procedures.

## 5. Links to the Corporate Plan

- 5.1. This policy links to Torus's Corporate Plan by aiming to manage Torus assets and deliver services in the most effective way. This policy supports Torus's Corporate Plan objectives of delivering value for money across all activities and continually improving performance against all business-critical performance indicators.

## 6. Risk Management

- 6.1. A risk assessment has been completed and the consideration of risks to tenants, for instance the creation of financial hardship or health and safety risks created by incomplete repairs, have been considered and accounted for in this policy.

## 7. Value for money

- 7.1. Whilst this policy will ensure that Torus is in line with good practice monitoring will be undertaken to ensure the policy's implementation given Torus a positive financial return.
- 7.2. Delivering the policy should improve customer satisfaction as customers have indicated through feedback that TORUS should be charging for repairs that are a result of tenant damage or fall outside of the landlord responsibilities as outlined in the tenancy agreement.

## 8. Customer Satisfaction/ Feedback

- 8.1. Torus takes any dissatisfaction with its services seriously and would always welcome feedback. All complaints will be dealt with via Torus's Customer Feedback Policy and process.
- 8.2. Torus welcomes suggestions and complaints from people who use or provide its services. Torus believes that this can provide important lessons to help it ensure that its services are improved for everyone.
- 8.3. If you have something to say about Torus's policies and procedures or the information that is provided about them, please let us know in writing to: -

Torus - Central  
**4 Corporation Street**  
**St Helens**  
**Merseyside**  
**WA9 1LD**

**Telephone: 01744 637383 or 01925 452452**

**Via the website [www.wearetorus.co.uk](http://www.wearetorus.co.uk)**

**By e-mail to: [enquiries@wearetorus.co.uk](mailto:enquiries@wearetorus.co.uk)**

### **Offices:**

Bank Park House, Kendrick Street, Warrington WA1 1UZ  
Open Monday to Friday 9am – 5pm

## 9. Diversity and Inclusion

- 9.1 A key aim of the Torus approach to diversity and inclusion is to ensure that it is embedded in service delivery policies and procedures.
- 9.2 In recognition of this Torus aim to deliver services that are;
- relevant and fully accessible to all
  - tailored to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community
  - compliant with all aspects of Equality and Diversity legislation

## 10. Monitoring & Review

- 10.1 Torus Repairs & Maintenance Team is responsible for reviewing this policy as a minimum on an Annual basis, or prior to this where legislative change or amended work practices are introduced in line with the Repairs & Maintenance contract, or to comply with best practice.
- 10.2 Performance regarding Repairs & Maintenance is a standing item on the Repairs & Maintenance monthly contract management meetings

## 11. Performance Management

- 11.1 Annual targets will be set for collection against the amount of charges raised. Charges raised and collection of payments will be included as part of the repairs and maintenance operational performance report.
- 11.2 Charges will be reviewed regularly as part of continuous improvement Torus and initiatives to reduce the incidence of chargeable repairs will be identified as necessary.
- 11.3 Write offs will be reviewed on an annual basis and reported to Board and GEMT.

(List not Exhaustive)

- Internal doors (fair wear and tear excepted).
- Plumbing to washing machines, dishwasher and other such appliances.
- Keeping gullies clear (except communal gullies).
- Toilet seats, chains, pulls and handles.
- Plugs and chains to sink, bath and wash hand basin.
- Doorbells, latches, knobs, handles, finger plates, chains and spyholes where fitted by the customer.
- Curtain battens, coat hooks and rails.
- Door catches, handles, hinges, shelving and drawers.
- Minor plaster cracks.
- Garden paths and patios not provided by the relevant Local Authority or Torus.
- Electrical plugs, fuses, resetting circuit breakers and light bulbs.
- Smoke detectors and batteries (unless supplied and fitted by Torus).
- Lost keys.
- Floor coverings (Inc. laminated flooring).
- Adjustments to doors to clear floor coverings.
- Washing line and posts (except where washing line is a communal facility).
- Gate catches and latches (excluding wrought iron gates).
- Fencing repairs (including the application of timber preservatives) if not provided previously by the relevant Local Authority or Torus.
- External glazing, unless caused by a structural fault or vandalism if a crime reference is presented. If customers fail to undertake the glazing repair in a reasonable timescale, or in an emergency, work may be done by Torus and recharged to the customer.
- Any damage caused by forced entry made at the customer's request (in an emergency work may be done by Torus and recharged).

All customers will retain the responsibility for the following activities irrespective of health, disability or vulnerability issues. (In exceptional circumstances Torus will consider requests from customers to undertake these repairs on their behalf);

(List not exhaustive)

- Responsibility for re hanging doors after carpets fitted.
- The removal of all floor covering prior to work starting and the reinstatement on completion of the work (includes laminated floor covering).
- Internal redecoration after Improvement Schemes are completed (subject to Torus Decoration Allowance Policy.)
- Responsibility for clearing rooms/cupboards/lofts prior to work being undertaken.
- The maintenance of fencing and gates if not provided previously by the relevant Local Authority or Torus.
- Bleeding of radiators to remove air locks.
- Installation, at a customer's request, of water meters – including electrical earth bonding and testing.
- Responsibility for the removal of satellite dishes prior to the commencement of repair work and the reinstatement on completion of the work.
- Removal, prior to work commencing and the reinstatement of burglar alarms, after completion of repair works, where fitted by the customer.
- Responsibility for the installation of television aerials and all Digital TV cable installation subject to gaining appropriate approvals.



## **APPENDIX 2**

## **Performance Monitoring**

- Performance information will as a minimum be produced and monitored at the Repairs & Maintenance Performance Meetings which are held monthly.
- Key performance indicators will be provided at Executive Management Team level on a monthly basis and to the Landlord Operations Committee on a quarterly basis.
- Performance indicators will be monitored, reviewed and amended on a regular basis to ensure they are relevant and appropriate.