



INNISFREE HOUSING ASSOCIATION

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Rechargeable Repairs Policy

RECHARGEABLE REPAIRS POLICY

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1. INTRODUCTION

- 1.1 Innisfree Housing Association (Innisfree) is committed to providing good quality homes and keeping our stock in good repair. We operate a responsive repairs service and a planned maintenance programme which allows for the replacement of building components, fixtures, and fittings, as they reach the end of their economic life.
- 1.2 We are responsible for maintaining the structure of our homes and communal areas. This includes fittings such as kitchens and bathrooms, heating and water systems. We are also responsible for floors, ceiling and plastering, and will make good internal decorations when carrying out repairs.
- 1.3 Tenants are responsible for maintaining their home appropriately and making minor repairs. Tenants should refer to their Tenancy Agreement for Innisfree's full repairing obligations and responsibilities.
- 1.4 This Rechargeable Repairs Policy is for Innisfree tenants of our rented properties and does not apply to shared owners or leaseholders.
- 1.5 Rechargeable repairs are those repairs that Innisfree undertakes but for which the tenant is responsible for the cost. This may include repairs due to damage caused by neglect or misuse, or any alterations or additions made without prior permission from Innisfree.

2. POLICY AIMS

- 2.1 The aims of this Policy are to:
 - Ensure that our tenants understand their responsibilities regarding repairs and maintenance.
 - Provide clear guidelines on when a repair will be recharged to the tenant.

3. TENANT REPAIR OBLIGATIONS

- 3.1 It is Innisfree's responsibility to carry out most repairs to the outside of our properties, the main structure, communal areas, and standard fittings such as kitchens, bathrooms, and heating and water systems.

3.2 There are various minor repairs that tenants are responsible for. These include but are not limited to:

- Unblocking sinks, hand basins and baths.
- Small repair jobs such as broken glass, electrical fuses and replacing toilet seats.
- Fitting new locks if keys are lost.
- Damage caused by the tenant, someone living with the tenant or a visitor to the home.
- Internal doors (except fire doors), internal door latches and locks, handles, hinges, keys and rubber door stops.
- Replacing cupboard catches, handles, and hinges.
- Plugs and chains to sinks, hand basins, and baths.
- Accidental damage to sinks and toilets.
- Replacing broken glass in windows and doors, unless it is criminal damage.
- Decorating the inside of the home.
- Replacing doorbell and smoke alarm batteries and testing smoke alarms.
- TV aerials, apart from shared ones.
- Replacing bulbs, fluorescent light tubes, or starter switches, unless they are in shared areas.
- Anything that has been fitted to your home, inside or outside, through our Home Improvement Policy.
- Any non-standard items that were gifted to the tenant at the start of their tenancy.
- Plumbing to washing machines or dishwashers.
- Draught exclusion to doors and windows.
- Minor plaster cracks and gaps between skirting boards and floors.
- Adapting doors for carpets.
- Bleeding radiators.
- Repairing/replacing tidy-dryers or rotary lines, washing lines, etc.
- Shelving and curtain rails.
- Gardening (unless covered by service charge).
- Pest control.
- Floor tiles/lino.
- Small cracks to plaster.

4. WHAT IS A RECHARGEABLE REPAIR?

- 4.1 Rechargeable repairs are works that Innisfree has to carry out to maintain the condition of the property but are not Innisfree's legal responsibility as the works may have arisen from damage, neglect, abuse or misuse of our property, fixtures, and fittings by a tenant, member of the tenant's household or visitors to the tenant's property. Rechargeable works do not include repairs that arise as a result of normal wear and tear through the duration of a tenancy.
- 4.2 Examples of a rechargeable repair include:
- Damage to doors, locks, or windows caused by forced entry, unless it is a result of a break-in that has been reported to the police and a crime reference number is provided.
 - Blockages in toilets, sinks, baths, or showers that have been caused by inappropriate items being flushed or disposed of, such as nappies, wipes, or cooking grease.
 - Damage to internal doors, walls, or ceilings resulting from tenant activities, such as holes from nails, screws, or other fixtures without prior permission.
 - Repairs needed due to unauthorised alterations or installations carried out by the tenant that fail to meet safety or regulatory standards.
 - Replacement of lost keys or fobs, or costs incurred from having to change locks due to lost or unreturned keys.
- 4.3 Rechargeable repairs will be identified at the earliest opportunity by our Maintenance Team or contractors. We will inform the tenant as soon as possible that the cost of the repair will be recharged to them.
- 4.4 Once identified, the tenant will be asked to agree and sign a Rechargeable Repair Agreement, either in person or digitally. The Agreement will confirm that the tenant understands that the repair is their responsibility, and that Innisfree will make the necessary repairs on their behalf, at cost to the tenant. Where available, the Agreement will outline the agreed works, the estimated cost of the works, and how to make a payment to Innisfree.
- 4.6 Payment for the work is expected before the work is undertaken. If the tenant is unable to make the full payment before the works commence, they should discuss this with the Maintenance Team or their Housing Officer. This may include refusing to undertake the work if the repair is not essential.

- 4.5 If the tenant refuses to sign the Agreement, the works will not take place. If the repair is needed as it is a health and safety risk, the works will be undertaken, and further discussions will be held with the tenant regarding the recharge.

5. EXCEPTIONS

- 5.1 If a tenant needs a repair undertaken which is their responsibility, we may carry it out only if the tenant cannot organise the repair for themselves and provided that the cost of the estimated repair is met by the tenant in advance of the work being completed. This includes situations where the tenant is elderly, has a disability, or has other circumstances that make it difficult for them to arrange for the repair independently. We will assess each request on a case-by-case basis to determine eligibility and ensure that the tenant is given adequate support.
- 5.2 In emergencies, (e.g., gaining entry when the tenant has lost their keys), the requirement for payment in advance may be waived provided that the tenant agrees, in writing, that they will meet the cost of the work. In such situations, we prioritise the tenant's immediate safety and security. If we find that we have completed a repair which is the tenant's responsibility following their request, we will recharge them. This ensures that tenants are not left in unsafe or vulnerable situations due to an inability to pay upfront.
- 5.3 Additionally, exceptions may be made in situations where a repair is necessary to prevent further damage to the property or to address health and safety concerns. For example, if a tenant is unable to repair a leaking pipe that could cause water damage or mould, we may undertake the repair and recharge the tenant. In these cases, we aim to minimise potential risks and maintain the property in good condition.
- 5.4 We also recognise that exceptional circumstances, such as financial hardship, may impact a tenant's ability to pay for a rechargeable repair. In such cases, tenants are encouraged to contact us to discuss their situation. We may offer a payment plan or other support to ensure that necessary repairs can be completed without causing undue financial strain on the tenant.

6. DISCRETION

- 6.1 There are times when Innisfree will review whether rechargeable works will be recharged. This decision is at the discretion of the Operations Director, Housing Officer, and the Maintenance Contracts Manager. These reviews ensure that each case is evaluated fairly and that any unique circumstances surrounding the need for repairs are appropriately considered.
- 6.2 All decisions involved in the use of this discretion will be on a case-by-case basis and based on the merit of the circumstances. Factors that may be considered include, but are not limited to:
- The tenant's history of maintaining the property and any previous instances of damage, neglect, or misuse.
 - The tenant's current financial situation and any evidence of financial hardship that may make it difficult for them to pay for the repairs.
 - Any support needs or vulnerabilities of the tenant, such as age, disability, or other health concerns that may impact their ability to manage property maintenance.
 - The urgency and nature of the repair, including whether it poses an immediate risk to health and safety or could lead to significant further damage if not addressed promptly.
 - Evidence provided by the tenant that may support their claim that the repair should not be their responsibility, or that extenuating circumstances contributed to the need for the repair.
- 6.3 Innisfree aims to apply discretion consistently and transparently to ensure fairness across all tenants. When a decision is made to exercise discretion and waive a recharge, the rationale for the decision will be documented thoroughly. This documentation will include an assessment of the circumstances, the factors considered, and the final determination made by the responsible parties.
- 6.4 Tenants will be informed in writing of any decisions made regarding the use of discretion. This communication will outline the decision and explain any conditions or requirements associated with it. If a recharge is waived or modified, the tenant will be made aware of any future expectations for property maintenance and repair responsibilities.

7. FLYTIPPING, ILLEGAL DUMPING OF WASTE OR RUBBISH

- 7.1 The illegal dumping of waste or rubbish, commonly called flytipping, will be recharged to the relevant tenant if Innisfree establishes that they are responsible for the illegal disposal. Non-tenants will be reported to the Local Authority for enforcement.
- 7.2 Fly tipping not only creates an unsightly and unhygienic environment but also poses significant health and safety risks to the community. Innisfree is committed to maintaining a clean and safe living environment for all residents. Therefore, any tenant found to be responsible for fly tipping will be held accountable for the cost of the removal and any associated cleaning.
- 7.3 Tenants who are found responsible for fly tipping will receive a written notice detailing the nature of the violation, the evidence supporting the charge, and the cost of the clean-up operation. They will be given an opportunity to respond and provide any relevant information or evidence before the recharge is finalised.

8. WARRANTY FOR REPAIRS CARRIED OUT

- 8.1 There is a warranty on all rechargeable repairs. Typically, the warranty period is six months but may be more depending on the type of works completed. If a rechargeable repair is found to be below standard within the warranty period, the contractor will be recalled remedy the problem(s) or carry out the work again under closer supervision.
- 8.2 However if certain types of repairs, such as “patch repairs” (i.e. repairs to small sections of a whole area), are carried out and there are signs that a repair was carried out, this would not be considered below standard and requiring rework.

9. VALUE FOR MONEY

- 9.1 All works carried out on Innisfree’s behalf by our contractors are expected to provide value for money. These works are performed at agreed rates established through a competitive tender process.

- 9.2 If a tenant believes that the rechargeable works carried out are not providing value for money, the Maintenance Team will review the works. If the review determines that the charges were not in line with our value for money principles, we will adjust the cost of the works being recharged to ensure they match industry-standard rates for similar works.

10. END OF TENANCY

- 10.1 We ensure that our properties are in good condition when they are let to tenants, and we expect that tenants will leave the property in a similar condition.
- 10.2 At the end of a tenancy, we expect tenants to clear the entire property of all items not provided by Innisfree, and to make good any damage they have been responsible for, allowing for fair wear and tear.
- 10.3 We will recharge departing tenants for any clearance or outstanding repairs, following their departure. These recharges will cover the cost of returning the property to the standard expected for new tenants. Tenants will be notified of these charges and provided with a detailed breakdown of costs.

11. SAFETY CHECKS

- 11.1 Innisfree has a legal responsibility to carry out safety checks on landlord-provided gas appliances once a year. Additionally, there may be other occasions when we need to inspect installations or parts of a property for safety and maintenance purposes.
- 11.2 Tenants are contractually obliged to allow Innisfree access upon reasonable notice, except in emergencies. If access is not provided, we may have to issue injunction proceedings to gain entry. This is a last resort and rarely necessary. However, if injunction proceedings are required, we will seek to recover the costs of the injunction from the tenant.

12. APPEALING A DECISION

- 12.1 If a tenant disputes a recharge, they have the right to appeal the decision within 28 days of the repair being undertaken. The tenant must provide evidence supporting their claim that the repair should not be their responsibility.
- 12.2 To initiate an appeal, the tenant should submit a written statement detailing the reasons for their dispute, along with any relevant documentation or evidence to maintenance@innisfree.org.uk. This may include photographs, receipts for work previously undertaken, or any correspondence relating to the repair issue.
- 12.3 Upon receiving the appeal, Innisfree will acknowledge receipt within two working days and conduct a thorough review. This review will be carried out by a panel consisting of representatives from the Maintenance Team and the Housing Management Team to ensure a fair and unbiased assessment.
- 12.4 Innisfree will consider all evidence provided by the tenant, the terms of the tenancy agreement, and the details of the repair. The panel may also request additional information or clarification from the tenant if necessary.
- 12.5 The tenant will be informed of the outcome of the appeal in writing within 10 working days of the receipt of all required information. If the appeal is upheld, any charges levied will be adjusted or withdrawn accordingly.
- 12.6 If the tenant remains dissatisfied with the outcome of the appeal, they have the option to submit a complaint through Innisfree's Complaints Policy, by writing to complaints@innisfree.org.uk or by calling 0207 625 1818.

13. DATA SHARING

- 13.1 All information will be stored in our Housing Management systems. All case notes, case files, and personal information will be kept confidential in line with the Data Protection Act 2018. We will adhere to the Data Protection Act and comply with General Data Protection Regulation for Sharing Personal Information to ensure that we maintain confidentiality of all parties.

- 13.2 We will share information with third parties where we have an information sharing protocol in place, if there are safeguarding concerns, or we have a duty to do so for the purpose of crime prevention under the provisions of the Crime and Disorder Act 1998, and the provisions of the Data Protection Act 2018 (and any other relevant legislation) justify it.

14. EQUALITY, DIVERSITY, AND INCLUSION

- 14.1 We are committed to embedding the Equality Act 2010 into our Policies and Procedures. As part of this commitment, staff should facilitate reasonable adjustments and adapt our standard policies and procedures wherever possible, to ensure every individual can access our services.
- 14.2 To make an adjustment means to change work practices to avoid or correct the disadvantage to a person with a disability. This may include:
- Allowing more time than we would usually for someone to provide information that we needed.
 - Providing specialist equipment or additional support such as a sign language interpreter.

15. CONSULTATION AND REVIEWING THIS POLICY

- 15.1 Innisfree will consult with residents on this policy via our website and newsletter.
- 15.2 The policy will be reviewed every 3 years, or with any changes to regulation or legislation.



INNISFREE HOUSING ASSOCIATION
190 IVERSON ROAD
LONDON NW6 2HL

Tel: 020 7625 1818

www.innisfree.org.uk

Email: housing@innisfree.org.uk

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