

Policy

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Charges to Customer Policy

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1. Introduction

- 1.1 Halton Housing aims to provide customers with a high quality efficient and value for money repairs service. However, there are some repairs that fall outside of our responsibility. This policy outlines our approach to identifying, confirming, undertaking and charging for repairs and other items which are the responsibility of customers.
- 1.2 In providing a cost effective and value for money repairs and maintenance service, it is important to ensure that we are responding to all repairs and maintenance issues that fall under our responsibility as per the tenancy agreement that we have with customers.
- 1.3 There are some repairs that customers are responsible for, and it is important that the customer arranges for these works to be carried out, or that there are charges in place to recover the costs for repairs that arise due to negligence, deliberate misuse or non-compliance with the tenancy agreement.
- 1.4 Chargeable repairs or services will normally fall into one or more of the following categories:-
 - Repair work which is the customers responsibility in accordance with their tenancy agreement, lease or licence.
 - Repair work because of misuse of the property, including wilful damage caused by those living at or attending the property
 - Repair work following neglect and or where there is a reasonable expectation to report a repair.
 - Work required following unauthorised or inappropriate alterations to the property.
 - Work identified following termination including property clearance
 - Administration costs to undertake and process chargeable works

2. Policy Statement

- 2.1 Halton Housing has a legal and contractual responsibility to repair and maintain its properties as detailed in the tenancy agreement which include the following:
 - the structure and exterior of the home, for example, the walls, roof, foundations, drains, guttering and external pipes, windows and external doors
 - basins, sinks, baths, toilets and their pipework
 - water and gas pipes, electrical wiring, water tanks, boilers, radiators, gas fires, fitted electric fires or fitted heaters
 - pathways, steps, and other means of access

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- shared communal facilities.

2.2 Customers' responsibilities for repairs and maintenance of their home are detailed in the Tenancy Agreement can be summarised as the following:-

- Keeping sinks, basins, bath, toilet and shower wastes free from blockages
- Replacing electric fuses, light bulbs, tubes, sink and bath plugs, lost keys and batteries
- Internal decorations
- Repair and maintain any fittings or appliances not provided by Halton Housing
- Responsibility for property clearance and untidy gardens during and at the end of tenancy
- At tenancy termination, to return property in a similar condition to when the tenancy started
- Be responsible for any damage caused to their home by themselves, members of households (including animals) and visitors which is not a result of fair wear and tear

Chargeable repairs - during tenancy

2.3 Other than in exceptional circumstances Halton Housing will not carry our repairs that are the customer's responsibility.

2.4 If, following customer contact, it becomes apparent that the repair request is the customer's responsibility, the following action will be taken:-

- The customer is advised to arrange for the work to be carried out on a like for like basis, by a competent contractor. The work must be made available to be inspected upon completion by Halton Housing to ensure that works have been completed to the correct specification and standard. This follows the approach for customer improvements and alterations.
- If following an inspection, the work is not to a required standard the customer will be given 15 working days to meet the standard.
- If this is not achieved Halton Housing will carry out the required work and the customer will be charged for the work including VAT, and reasonable administrative costs.
- Customers may request Halton Housing carry out the work on their behalf which will be costed using Halton Housing fixed price list. Works not on the fixed price list may be subject to an inspection and an individual minimum fixed price of £50 (inclusive of vat).

2.5 Before any work is undertaken payment must be received in full.

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- 2.6 Other than emergency work, or where the repair is required to maintain the fabric of the building or is a health and safety danger, no work will be carried out until payment is confirmed.
- 2.7 No customer will be able to transfer where there are outstanding chargeable repairs, except in exceptional circumstances authorised by the high priority panel. Agreement to allow a mutual exchange to be completed may be dependent on completing any outstanding chargeable repairs following the contractual requirements for allowing a mutual exchange.

Chargeable repairs at tenancy termination

- 2.8 Where Halton Housing receives a tenancy termination notice, an inspection will be arranged. If there are any chargeable repairs the customer will be notified in writing of the works required to be completed before the date of tenancy termination.
- 2.9 Should the repairs listed not be carried out to an acceptable standard, the outgoing customer will be charged for the cost of the required work and these charges will be chased as part of any former customer debt.

Criminal Damage

- 2.10 If a repair is a result of criminal damage caused by the customer, members of the household or visitors, this will be investigated by Halton Housing and if appropriate, reported to the police and action taken regarding the tenancy.

Customers with additional support needs

- 2.11 In limited circumstances and based on customer's individual support needs, charges may be waived this will be on a case-by-case basis at the discretion of the authorising manager.

Exemptions

- 2.12 In the following limited circumstances, the charges policy will not apply:
- If the damage is caused as a result of domestic violence, harassment or hate crime and this has been reported to Halton Housing. In these circumstances, we would require a crime number from the police.
 - Where the customer is a victim of damage caused by anti-social behaviour and this is being investigated by Halton Housing.
 - Where entry is forced due to concerns about the wellbeing of the customer.

Customer's ability to pay.

- 2.13 A customer may have limited financial resources and therefore have difficulty in making a full payment for the works required either direct to Halton Housing or by using their own contractor.
- 2.14 If the work identified does not fall into any of the following:
- An emergency repair
 - Health and safety risk
 - Impacts on the integrity of the building.
- 2.15 Customers will be advised that the work is their responsibility and that they will need to pay before the work is undertaken. Having been advised of the cost, if they cannot pay, they will be advised that the work will not be undertaken and to make further contact when they are able to pay.
- 2.16 Dependent on the cost and nature of the work customers should be given a reasonable amount of time to pay for the work (up to a maximum of 10 weeks). If the work is not completed within the timescale, HH will take responsibility, undertake the work and recharge the customer.
- 2.17 If the chargeable repair identified is due to damage or neglect and is an emergency or impacts on the integrity of the building, HH will undertake a health and safety risk assessment and the repair. The customer will be advised of the cost of the work and that they will have responsibility to pay for the work undertaken.
- 2.18 The customer will be advised in writing of the cost and given the opportunity to make a payment in full or pay the cost by instalments, any debt will be managed by the debt recovery team in line with the relevant policy and procedure.
- 2.19 Customers disputing costs or charges may appeal or challenge the charge within 28 days of an invoice date. Any complaint relating to the costs or quality of the work will be investigated, but if the customer is dissatisfied this should be dealt with as part of Halton Housing complaints process.
- 2.20 If there are persistent or regular requests or reports of chargeable repairs or works without reasonable explanation, these will be investigated and HH may act should a breach of tenancy be found.

Responsibility

- 2.21 The Head of Repairs and Maintenance has operational responsibility for

charging for repairs, and the Head of Operations (Finance) is responsible for collection of payments.

3. Regulatory and/or Legal Compliance

3.1 This policy is underpinned by the regulatory standards set by the Regulator of Social Housing, particularly the Consumer standards.

3.2 This Policy links into the following legislation requirements:

- Occupier's Liability Act 1957
- Defective Premises Act 1972
- Housing Act 1985
- Housing Act 1988
- Equalities Act 2010
- Anti-social Behaviour, Crime and Policing Act 2014

4. Diversity Considerations

4.1 A Stage 1 Equality Impact Assessment has been completed. This confirmed that a Stage 2 EIA is not required.

5. Links to Strategies, Policies and Associated Documents

5.1 This Policy is linked to two of the five themes within our corporate strategy and focusses on:

- Customer
- Homes

5.2 Policies and procedures associated with this include:

- Repairs Policy
- Void Repairs Policy
- Property Pool Plus Policy
- Equality Diversity and Inclusion Policy
- Rent Collection Payment & Debt Recovery Policy
- Bad Debt and Customer Credit Write-Off Policy
- Assignment and Mutual Exchange Policy
- Unauthorised Occupation Procedure

6. Price List for Chargeable Repairs

6.1 The following charges will be payable in advance for repairs which are the customers responsibility. All amounts are inclusive of VAT and may be subject to an annual review.

Work Identified	£
Unblock drain (internal)	40.00
Unblock drain (external)	100.00
Replace lock – due to lost keys or locked out	60.00
Broken window small, double-glazed unit (DGU)	60.00
Broken window medium DGU	95.00
Broken window large DGU	120.00
Board up charge	40.00
Internal door	50.00
No breakdown-gas or electric	50.00

6.2 An incremental charge of £50.00 may be made where the customer wants the repair to be carried out of normal hours.



Translations are available on request, by calling 0303 333 0101.

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