



SAXON WEALD

CHARGEABLE WORKS POLICY

First Introduced: August 2002

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Last Revision: April 2024

Next Review: April 2027

1.0 Introduction

- 1.1 There are some occasions when Saxon Weald needs to complete works to the homes of tenants or leaseholders that would normally be the responsibility of the tenant or leaseholder. The aim of this policy is to give clear guidance on the circumstances under which Saxon Weald will charge the cost of such repairs to tenants, leaseholders or other parties and confirms the circumstances under which costs will be recharged.
- 1.2 It sets out when discretion will be exercised and how people's individual circumstances, including any vulnerability, will be taken into consideration.
- 1.3 This policy is supported by a Chargeable Works procedure and should be applied in conjunction with:
 - Saxon Weald's tenancy agreements and leases
 - Leaveable Standard policy
 - Lettable Standard policy
 - Void Management procedure
 - Responsive Repairs policy
 - Complaints policy

2.0 Definition and scope

- 2.1 This policy applies to all Saxon Weald rented properties (including private market rent properties) and all properties to which it owns the freehold.

- 2.2 Under the terms of Saxon Weald's social and affordable tenancy agreements, tenants are responsible for keeping the interior of their homes in good decorative order, carrying out minor repairs and replacements and maintaining any private garden space. In addition, the tenant is responsible for any repairs that are the result of deliberate or accidental damage, neglect or misuse of the property, which has occurred during the tenancy. Where Saxon Weald carries out a repair that is classed as the responsibility of the tenant or leaseholder, we may decide to recharge the cost of this repair.
- 2.3 When social or affordable tenancies end, the tenant is expected to leave the property in the condition set out in our Leaveable Standard policy. Charges will be raised against the tenant if the property fails to meet this standard. This could include the cost of cleaning and clearing as well as repairing damage or neglect.
- 2.4 We will not seek to charge customers for reasonable wear and tear on the property over time. The application of reasonable wear and tear will be extended to take into account the household composition and circumstances as well as the use of wheelchairs or other mobility devices.
- 2.5 Private market rented properties are subject to different repairing responsibilities so that tenants are only responsible for deliberate or accidental damage, neglect or misuse of the property. Any charge made for such work which is not immediately recovered will be deducted from the deposit when the tenancy ends.
- 2.6 Leaseholders and shared owners are responsible for all repairs within their own property, as per their lease agreement. Saxon Weald may agree to undertake repairs in a leaseholder's property if the leaseholder's health and safety is at risk or when damage may be caused to the property or other properties if an emergency situation is not resolved.
- 2.7 This policy does not cover the processes for calculating service charges to tenants and leaseholders, or for apportioning the cost of works to leaseholders.

3.0 Legal and regulatory requirements

Regulatory standards

- 3.1 There are no specific elements of the consumer standards that relate to recharging for works, however, all our services should comply with the Regulator for Social Housing's consumer standards.

4.0 Policy

- 4.1 We will be open and transparent about repairing responsibilities and explain these to potential customers before they first sign their tenancy agreement or lease.
- 4.2 We will regularly publish what these responsibilities are in newsletters and on our website. Where possible we will provide advice and support, including using online tools and videos.

- 4.3 We will publish the Leaveable Standard policy and explain it to customers who have told us they are going to move out or carry out a mutual exchange.
- 4.4 Whilst we will not generally carry out works which are the responsibility of the customer, the circumstances where we decide to do so include but are not limited to:
- Repairing damage to a property resulting from an act of vandalism or criminal act along with a crime reference number;
 - Repairing damage to a property where the customer is vulnerable (and not carrying out the repair would increase risk to the vulnerable person);
 - Repairing damage to a property where the emergency services have forced entrance;
 - Where there is a risk to the health and safety of the household or others;
 - Where repairs can only be carried out by specialist contractors (for example, door entry or personal alarm systems);
 - When a property has been vacated and not left in a condition in line with the leaveable standard.
- 4.5 We will make reasonable adjustments in applying this policy to ensure that customers are not unfairly disadvantaged. This means taking the circumstances of the individual or household into account when making the decision to recharge the cost of the work. This includes taking into account vulnerabilities, disabilities, health conditions or household circumstances. As an example, we would not recharge where a customer is a survivor of domestic abuse, or where a customer with a disability or health condition has accidentally caused damage.
- 4.6 Before attending a repair which may be rechargeable, we will clearly communicate this to the customer and inform them that an invoice will be raised. The purpose of this repair will usually be to 'make safe'. An assessment will then be made as to whether any further additional works are required and whether this should also be charged.
- 4.7 We will carry out a pre-void inspection where the customer has told us they are going to move out or when they apply for mutual exchange. Following this inspection, we will notify the customer of any works that are required prior to vacating, along with the estimated cost of these works if we have to carry them out. In some circumstances we may not allow a mutual exchange or internal transfer to take place until the works identified have been carried out, or costs have been paid.
- 4.8 Charges will reflect the actual cost of the work plus the cost of administering the charge. No surplus element will be included.

5.0 Appeals

- 5.1 Customers who have been charged for works have the right to appeal through our complaints procedure.

5.2 The Executive Team, any Assistant Director within the Customer Operations directorate, or the senior managers within the HomeFix, Housing, Asset Management and Customer Support teams are authorised to approve the cancellation or reduction of charges:

- Following an upheld complaint; or
- Where it is clear that the cost of recovery would be disproportionate to the value of the debt.

6.0 Data protection, information exchange and confidentiality

6.1 All information regarding the raising and collection of recharges will be dealt with in accordance with General Data Protection Regulations (GDPR).

7.0 Value for money

7.1 This policy will contribute to Saxon Weald's requirement to deliver value for money by:

- Helping to maintain the quality of our homes and estates, and the value of our property assets;
- Providing a clear, consistent and fair framework that will reduce unnecessary expenditure on works which are not Saxon Weald's responsibility;
- Reducing the risk of charges being written off due to lack of evidence;
- Avoiding the raising of charges where there is no reasonable chance of recovery, or where the cost is disproportionate to the debt.

8.0 Monitoring and review

8.1 This policy will be reviewed at least every three years to ensure that it reflects the needs of our customers, good practice, and changes to legislation or regulation.

9.0 Equality, diversity and inclusion

9.1 Equality and diversity affect all aspects of our business and, as such, its principles are integral to everything we do. As a landlord and an employer, Saxon Weald aims to recognise and respond positively to people's differences, while providing equality of opportunity in relation to the services and careers we provide and support.

This means that no person or group of people, either working for Saxon Weald or seeking housing, services, employment or contracts from us, will be treated less favourably because of their or their partner's, family's, friend's or associated person's protected characteristics, which are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race and ethnicity, nationality,

immigration status, religion or belief, gender and sexual orientation. This includes individuals either already serving on or applying to join our Board.

Version	Amendment	By	Date
4.0	Three year review	Kath Hicks	12/04/21
5.0	Three year review	Stephen Humphreys	04/04/24