

Chargeable Works Policy

1.0 Introduction

- 1.1 This Policy explains our approach to charging residents for work we've carried out where it's either:
 - The resident's responsibility (as detailed in the occupancy agreement and our Responsive Repairs Policy)
 - Due to damage caused by residents, their household members, or visitors (whether deliberate, accidental, or through negligence)
 - Due to a resident's failure to:
 - report a repair as soon as possible, that then goes on to cause further damage, or
 - > uphold the terms and conditions of the occupancy agreement.
 - Needed to rectify alterations where:
 - we haven't given our consent, and/or
 - > the work is not of an acceptable standard.

This is sometimes called a 'recharge'.

- 1.2 This Policy applies to all Southern Housing residents, except shared owners and leaseholders.
- 1.3 When we use 'you' and 'your', we mean residents. The terms 'we', 'our', and 'us' mean Southern Housing.
- 1.4 We encourage you to have adequate contents insurance to cover accidental damage to the home.

2.0 When we'll charge for repairs

- 2.1 <u>Appendix one</u> details examples of when we'll charge you for works. This could either be where:
 - You've reported a repair
 - We've identified work needed.

- 2.2 If your tenancy or licence has ended, we'll do the work and recharge you the cost. This may include:
 - Clearance of items left in the home or garden
 - Repairs that are the resident's responsibility
 - Rectifying alterations, unless we'd given consent
 - Cleaning (where a non-standard clean is required)
 - Key replacement and associated costs
 - Dealing with pest infestations.
- 2.3 We may not charge you in exceptional circumstances, including:
 - Where damage is criminal (as evidenced by a crime reference number), caused either by an unknown person or in situations of domestic abuse or harassment
 - Where it would be insensitive or inappropriate to pursue a former resident or their next of kin. For example, where residents have been moved into hospital or residential care, or they've died.

3.0 How we'll charge for repairs

- 3.1 In most cases, you'll need to pay us in advance; we won't carry out the work until you've paid in full.
- 3.2 In emergency situations, we'll do the work first and charge you afterwards.
- 3.2.1 An emergency situation is anything:
 - Causing immediate:
 - risk to the health, safety, and security of any occupants and/or visitors to your home, or
 - damage to a property's structure, fixtures, and/or fittings.

or

- Defined as an emergency hazard under <u>The Hazards in Social Housing</u> (<u>Prescribed Requirements</u>) (<u>England</u>) <u>Regulations 2025</u>.
- 3.2.2 We'll deal with emergency repairs in line with the timescales in our Responsive Repairs Policy.

In some types of homes (e.g. student and keyworker accommodation), timescales will vary according to individual contractual agreements.

- 3.3 We may agree to a payment plan if you're unable to pay the full amount at once. We'll offer this on a case-by-case basis.
- 3.4 If the amount you've paid in advance doesn't cover the full cost when we come to carry out the work, we'll recharge you for the additional cost.

- 3.5 In shared accommodation (e.g. student and keyworker homes), we'll investigate to try and identify the resident(s) responsible for any damage in shared areas. Where we're unable to identify who caused the damage, we may split the cost between multiple residents. This relates to defined shared communal areas, such as kitchens, rather than areas such as stairwells.
- 3.6 If you don't pay the recharge, we'll look to recover the debt in line with our <u>Arrears Policy</u>.

4.0 If you're unhappy with our decision

- 4.1 If you feel you should be exempt from a recharge, you can ask us to review your case. You can email hello@southernhousing.org.uk or contact us using any method listed on our website.
- 4.2 We'll review the reasons for a recharge. We won't consider altering the amount we're recharging you.

A senior manager (determined by the nature of the recharge) will consider your case and let you know their decision within five working days.

5.0 What we've done to make sure this Policy is fair

- 5.1 We've carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the Equality Act 2010.
- 5.2 We recognise some residents may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, in line with our Reasonable Adjustments & Vulnerable Needs Policy, we'll work with residents to ensure we consider their specific needs, on a case-by-case basis, provided it doesn't compromise health and safety to individuals or homes. This includes working in partnership with other agencies to ensure we manage and mitigate any known risks of safety and wellbeing.
- 5.3 We aspire to embed diversity and inclusion within the culture of our business activities.

6.0 Review

6.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.

Policy controls

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Appendix 1: Examples of when we'll charge for works we've carried out

This includes, but is not limited to:

- Works that are your responsibility (including those listed in our Responsive Repairs Policy) such as:
 - replacing locks and lost keys
 - > repairing broken toilet seats
 - unblocking sinks
 - replacing bath plugs
 - > repairing existing fences you share with neighbours
 - > maintaining trees in your garden (see our *Tree Maintenance Policy*)
 - > pest control.
- Repairs to fixtures or fittings in your home or communal areas due to accidental or deliberate damage or misuse by you or your family or friends. Examples of some communal fixtures and fittings are:
 - > intercoms
 - > windows
 - > doors
 - > walls
 - footpaths
 - > lights
 - fire alarms; this includes deliberately activating an alarm, that then requires a callout.
- Vandalism works to rectify vandalism damage where an individual admits causing the damage or is prosecuted by the courts.
- Garden and property clearance when a tenancy has ended homes, including the loft space, must be left empty. Gardens and communal areas should be kept clear and tidy. We'll recharge you for the costs of removing and storing anything left in a home or garden as per your occupancy conditions.
- Clearing, cleaning, and repairing a filthy or verminous property terms are defined under the <u>Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961)</u>.
- Damage caused to other homes or communal areas because of works you've done in your home e.g. if a repair led to flooding of communal areas or other homes, we'll rectify the work if the health and safety of residents is threatened.
- In student and keyworker homes, damage to your bedroom if you leave it unlocked or give your key to another person.
- Damage to furnishings in part-furnished temporary accommodation.
- Providing additional/spare keys.