



Rechargeable Repairs Policy

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Approved by Committee/Board	N/A
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Policy developed by	Head of Communities
Consultations	Involved Customer Group and Colleagues
Associated procedure	Rechargeable Repairs Procedure

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Version Control

Version	Author	Date Published	Next Review	Comments
1.0	Head of Communities	31 Oct 24	31 Oct 27	
1.1	Corporate Project Manager	27 May 25	31 Oct 27	Changes to terminology to align with new application. Accused to Accused, Affected to Affected.

Introduction

1. Purpose

- 1.1 This policy sets out the principles which will apply in determining whether recharging a customer for the cost of a repair is appropriate and if so, whether a recharge should be pursued.
- 1.2 Our aim is to provide our customers with affordable homes that are safe, comfortable, well maintained and located in neighbourhoods which people are proud of and where they feel secure.
- 1.3 Unfortunately, there are occasions where homes are damaged because customers have neglected their home, deliberately or accidentally damaged it through misuse or alterations (authorised or not) to the property, garages/outbuildings (if applicable) and surrounding gardens.
- 1.4 Recharging customers for the cost of the repairs that are the customer's responsibility is part of the Tenancy agreement, Leasehold Agreement and the Shared Ownership Agreement.
- 1.5 Scope: The policy applies to the whole of the Group. This means Connexus Homes Limited, (ultimate parent) and all of its subsidiaries.

2. Problem to Solve

- 2.1 Occasionally, a customer may cause damage to their home or to a communal area. While we are responsible for completing the repair as the landlord, the customer is responsible for covering the cost.
- 2.2 We want to be able to recover the costs of these repairs that are caused by a customer's deliberate action, neglect or disregard for their home and communal area, or accidental damage.
- 2.3 Customers who take care of their homes according to their legal agreement with us should not be required to cover the cost of repairs or property/communal cleanups caused by other customers,.

- 2.4 Customers are made aware of their responsibilities for maintaining their homes and are given guidance on why they may be charged for repairs and how to reduce the risk of being charged.
- 2.5 Leaseholders and Shared Owners are made aware of their repair responsibilities under the terms of the lease agreement which states when repairs will be recharged.
- 2.6 If communal areas are damaged or affected by fly-tipping, we will work to identify those responsible and, where possible, recover the costs of repairs or removal from them. Residents are encouraged to report any damage or fly-tipping and, if possible, provide information about those responsible so that we can stop it. If such issues persist and no collective responsibility is taken to maintain the communal area, residents may eventually be charged for ongoing repairs or clean-up.

3. Definition / Methods

- 3.1 A recharge should be timely, so we will notify a customer on first contact, or as early as it is known, if there is the possibility that they may be charged for a repair.

Rechargeable Repair

- 3.2 A rechargeable repair is defined as a repair or clearance work that is necessary because of one of the following: -
- Wilful damage, or neglect, due to actions of the customer, or customer who moves out.
 - The actions of the customer's family including pets; invited guests or contractor that they employ.
 - Action not taken by the customer that results in damage to the home.
 - The repair is considered the responsibility of the customer.
 - Clearing homes at any time during a tenancy, due to the condition of the home as a result of inaction by the customer, or due to the condition a home is left in when a customer moves out.
 - Clearing gardens at any time during a tenancy or when the customer moves out.
 - Abuse of the out of hours emergency repair service e.g. when the repair required is not really an emergency but has been reported as such.
 - Restoring a home/garden, (including garages/outbuildings), following alterations carried out by the customer that were not approved, or following works that were approved but have resulted in damage to the home, garden,

(including garages/outbuildings), and/or surrounding gardens or neighbouring home.

- Forced entry under the terms of the tenancy agreement, where it is necessary to effect a repair, service or planned safety inspection (once an injunction to do so is in place).
- Items that have been left on our land, or in communal areas, that can be traced back to the customer responsible or are a result of the resident allowing this damage to happen i.e. leaving communal doors open regularly.

Non-Rechargeable Repair

3.3 Customers, or customers moving out, will not be recharged for repairs to their homes when: -

- Repair requests are for vandalism and a police crime number has been received and there is no Accused identified.
- The customer has to leave quickly through no choice of their own, such as fleeing harassment/violence, or as a result of domestic abuse.
- The customer has caused damage as a result of a health condition i.e a fall
- We cannot prove the customer, or customer moving out is responsible for the repair.
- The customer moving out leaves carpets, or other flooring when it has been agreed that they can do so during a pre-inspection.
- When the police break into the property and cause damage and do not make an arrest or prosecution.
- It is the first instance when items have been damaged in the communal area, or items have been dumped, where it is not possible to trace who is responsible.

4. Exceptions to the Policy

- 4.1 If a customer's vulnerability impacts their ability to pay for a rechargeable repair, or if they dispute a charge due to vulnerability or exceptional circumstances, they may request an exemption from the charge.
- 4.2 In some circumstances it may be necessary to carry out a home visit to confirm the reasons for exemption, or to obtain additional supporting evidence. The request for exemption and supporting evidence will be approved by a Manager or Head of Service, in line with the Connexus Standing Orders and Financial Regulations.

- 4.3 If the sole tenant has passed away, Connexus will not calculate any recharges, as the tenancy agreement, and therefore responsibility, will not pass to any other individual.

5. Measurement

- 5.1 All recharges will be recorded and processed through our Finance team which enables reporting at a variety of levels as required.

Appendix 1 – Equality Impact Assessment Form