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ORBIT RECHARGEABLE REPAIRS POLICY

Scope: This Orbit policy sets out the approach to recharging the cost of carrying out work that is not the contractual responsibility of Orbit, or which arises from damage or neglect.

1. Introduction

- 1.1 This policy outlines the principles to be adopted by Orbit, when determining whether a repair is rechargeable, and if so, whether such a recharge should be pursued.

2. Definition

- 2.1 Orbit aims to provide customers with a value for money repairs and maintenance service. Integral to this approach is the need to ensure that customers are recharged for works for which they are contractually responsible, or for works arising from negligent behaviour or deliberate misuse.

- 2.2 Rechargeable works will normally fall into one or more of the following categories

- Works which are the customers own responsibility in accordance with their tenancy agreement, lease or licence.
- Works which arise as a result of misuse of the property
- Works which arise as a result of neglect or where a repair has not been reported
- Works arising as a result of unauthorised or inappropriate alterations to the property
- Works arising from damage to the property caused by a resident, a member of their household or visitor
- The cost of abortive call outs where an appointment has previously been made

- 2.3 This policy applies to all customers regardless of tenure and should be read together with the respective tenancy, lease or licence agreement.
- 2.4 The definition of rechargeable repairs includes damage both to individual homes owned by Orbit as well as shared areas of a building or estate.
- 2.5 This policy does not relate to repairs that are the result of reasonable wear and tear.
- 2.6 This policy applies equally to rechargeable repairs that arise during the defects period after a new or improved home has been allocated.

3. Policy Statement

- 3.1 We will not generally complete repairs for which we are not contractually responsible as determined in the appropriate tenancy agreement, lease or licence.
- 3.2 Where such repairs are completed, we will consider recharging customers for the repairs made necessary as a result of damage to Orbit property or arising from the following circumstances
- Neglect or misuse
 - Inappropriate or unauthorised alterations or additions
 - Damage caused through failure to report repairs
 - Work that the customer is contractually responsible as determined by the appropriate tenancy agreement, lease or licence
- 3.3 We will have a clear procedure for implementation of this policy which will identify those circumstances in which Orbit will not pursue the recharging of customers and the circumstances in which we will undertake a repair which would otherwise be the customers responsibility.
- 3.4 There will be a minimal level below which the cost of rechargeable repairs will not be pursued in order to ensure that resources are used effectively.
- 3.5 The procedure will allow for discretion to waive repayment in certain circumstances, such as the vulnerability of the customer concerned, or where it would not be cost effective to pursue the charge.
- 3.6 We will pursue the cost of rechargeable repairs undertaken in the most cost effective manner. This will include appropriate legal remedies and may include the use of outside collection agencies to collect monies owed. When recovering costs, associated costs such as administration, VAT legal or professional fees may be incurred.

- 3.7 We will undertake all repairs that constitute a risk to health and safety or the security of the property and will recover costs which are relevant.
- 3.8 If a recharge is disputed by the customer then they are encouraged to use the Complaints process

4.0 Equality and Diversity

Orbit policies are developed in line with our **Equality and Diversity policy** approach.

5.0 Complaints

Anyone is able to make a complaint about the service they have received and this is managed under our **Complaints Policy**.

6.0 Privacy Statement

Orbit are collecting information ('personal data') so that we can manage and support our relationship with our customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data, and to object to the way it is processed. For more information on how and why we process customers' data, and how customers can exercise their rights, please see our full Privacy Policy on our website at www.orbit.org.uk/privacy-policy/.

7.0 Monitoring and Accountability

Managers will ensure this policy is promoted, understood and implemented by all relevant employees ensuring consideration is given to any implications arising from policy decisions.

Orbit will be responsible for monitoring the effectiveness of this policy and recommending policy changes to improve services and to reflect the changing external environment.

A fundamental review of this policy will be completed within a 2 year period.