



Rechargeable Works Policy			
Last Reviewed	April 2025	Next Review	April 2027
Responsible Officer	Director of Operations		

### Policy Statement:

Freebridge Community Housing (Freebridge) is committed to providing an effective, efficient and timely repairs and maintenance service to its homes and communal areas. Freebridge also recognises that our customers also have a responsibility to look after their home and communal areas as laid out in their tenancy agreement. Therefore, this policy details Freebridge's approach to charging tenants, leaseholders and licensees for undertaking repairs and maintenance work that are deemed to be their responsibility.

### Policy Detail: Scope

The policy will ensure that there is a consistent and transparent approach to recharges, so ensuring the fair treatment of our current and former tenants, licensees and leaseholders.

### Application

The recharge policy applies to all current and former tenants, licensees and leaseholders of Freebridge. It applies to all properties owned and managed by Freebridge including associated communal areas.

### Rechargeable Repairs

- The majority of Freebridge customers keep their homes in good condition, but where damage is caused deliberately or through neglect the repairs needed will be fixed at the customer's cost. These are known as 'rechargeable works'
- Freebridge will charge customers for repairs undertaken to rectify any damage caused accidentally, deliberately or because of neglect by them, a member of their household, visitors, pets or contractors appointed by them. This also applies to the removal of any fixtures and fittings that have been provided by Freebridge for example internal doors etc
- In operating this policy, Freebridge will have consideration for customers' personal circumstances as well as Freebridge's own obligations for repair and maintenance.
- A full list of repairs and whether Freebridge or the customer is responsible for each is available on our website [HERE](#)

## Freebridge's Obligations to Repair and Maintain

- Before any decision is made to charge a customer, the full repairs history of the property will be reviewed, to determine whether any action or inaction on the part of Freebridge has contributed to the repair; in these circumstances a charge will not be made.
- Where a repair is needed due to the failure of previous work carried out by Freebridge a charge will not be made.
- Where a repair is needed and Freebridge have failed to meet its wider obligations in the home towards an unconnected matter (such as relating to investment works and maintenance) then consideration will be given as to whether a charge is appropriate; where a charge is then made a full explanation of the factors considered must be provided to the customer.
- Where customers believe that Freebridge have been responsible for damage to their home or belongings then compensation can be sought via our Compensation and Complaints Policies.
- All charges will be accompanied with a full explanation of:
  - The customer's responsibility for the works required and the corresponding tenancy agreement clause(s)
  - The factors which have been considered in determining whether the charge should be made
  - Evidence (i.e. photographs, surveys etc) to support the charge
  - The customer's right to appeal the charge

## Appeals

- Customers can appeal any charges made under this policy through Freebridge's appeals policy and process.
- Full details of how to appeal will be included in the information accompanying every charge.

## Exclusions

- The full provisions of this policy do not apply to leaseholders, shared owners and residents whose properties are managed by but not owned by Freebridge.

## Vulnerable Customers

- Freebridge recognises that not all customers will be able to reasonably repair and maintain their home for a variety of reasons, for example, physical, mental or cognitive difficulties.
- When these situations arise Freebridge will offer an enhanced repair service where additional work will be undertaken which would normally be customer responsibility. These works will typically all be charged.
- Where a charge is being considered for a vulnerable customer for works to correct damage or neglect, consideration will be given as to the relationship between the customer's vulnerabilities and the work required. Where it can be evidenced that there is a direct link, which necessitated the repair, and which is beyond the reasonable control of the customer, then a charge will not be made.

### Repairs Which Pose a Health & Safety Risk

- Customer safety remains of paramount importance to Freebridge. In cases where work required poses a health and safety risk Freebridge will undertake the work and recharge the customer(s).
- For any gas and electrical work Freebridge will not give permission for work to be completed by anyone other than by our inhouse Direct Labour Organisation or by one of our registered contractors.

### Repairs that Pose a Risk of Further Damage

- Freebridge will undertake repairs that are customer responsibility whereby not doing so would cause further damage to the property or to neighbouring properties. Freebridge will recharge for these works
- Should further damage have been caused, including work that is now required that would not normally be the customer's responsibility then Freebridge will also recharge for these works
- Should damage have also been caused to a neighbouring property through customer damage or neglect, such as a water leak Freebridge will recharge the relevant customer.

### DIY & Home Improvements

- In most cases customers must apply for permission before carrying out any alterations and/or improvements to their home. To determine if permission is required or not customers can check Freebridge's website. Freebridge will not unreasonably withhold permission. Should permission be granted all work will be inspected by Freebridge to ensure that the work has been completed to the required standard, including certification provided where necessary
- If permission has not been sought Freebridge will inspect the work and may issue retrospective permission, which may also be subject to additional work being undertaken by the customer to ensure work is satisfactory, and where applicable relevant certification is provided
- Should retrospective permission not be granted, the customer will have to carry out work to reinstate the property to its original condition. Should the customer not undertake this work within a reasonable agreed timeframe Freebridge will undertake the work and will recharge the customer. Freebridge may also undertake action for breach of tenancy conditions

### Accidental Damage

- In some circumstances Freebridge may hold customers responsible for accidental damage caused. Customers may be able to claim the cost of repairing this type of damage through their own household contents insurance. In the first instance Freebridge will require customers to check with their insurance company. If the customer is unable to carry out the repair Freebridge will undertake the work and recharge the customer(s)

### Home Security

- Customers are responsible for the security of their home. Customers will be recharged for repairs required due to wilful damage, misuse or neglect such as:
  - Loss of door keys or fobs

- Broken glass to windows
  - Disengaging window restrictors
- If required Freebridge will secure the property and recharge for any replacement of glass or keys
- If required Freebridge will secure the property and recharge for any replacement of glass or keys
- Freebridge will not recharge customers for theft or criminal damage caused when a crime reference number is provided by the Police

### Home Emergencies

- Should a customer call Freebridge's out of hours service and it is established that there is to be a recharge (either at the time of the call or when the operative arrives onsite) Freebridge will only undertake work to make safe.
- Freebridge will then write to the customer(s) to confirm the cost of the make safe recharge and the cost of additional repairs required. Examples include:
  - A smashed wash hand basin or toilet
  - A blocked toilet, kitchen sink or bath through inappropriate use

### Forced Entry by Police

- Should the police force entry to a customer's home to detect or prevent crime then the cost of any repairs is the responsibility of the customer.
- If there is no evidence of a crime Freebridge will undertake the repairs and will not recharge the customer(s)
- Freebridge will not recharge customers for repairs required where the Police have forced entry to check on a customer or residents' welfare

### Moving Home

- Customers moving home are required to leave the property in a good, clear and clean condition. This includes clearance of all belongings and rubbish, cleaning of the property, repairs required because of customer damage and overgrown gardens
- Should customers fail to meet these requirements Freebridge will recharge the former tenant(s) for the costs incurred in clearing, cleaning and repairing the property

### Recharge Amounts

- All costs relating to recharges will be based on Freebridge's agreed schedule of rates
- Freebridge will charge a minimum administrative charge of £50, or 15% of the total cost of the repairs depending on which is the higher of the two
- Freebridge will provide customers with a Recharge Form detailing the work undertaken and a breakdown of the final recharge cost.
- 

### Payment in Advance

- In situations where the full cost of the recharge is known but work has not yet commenced Freebridge will endeavour to obtain payment in full prior to any work commencing

- Should situations arise where a customer has failed to pay for previous repairs that are their responsibility Freebridge will consider either obtaining a payment in full, or a part payment if the full cost is unknown prior to work commencing
- Should any work be identified as not being required once work has started on site Freebridge will refund that part of the cost back to the customer.

### **Failure to Pay**

- See Income Management Policy for guidance.

### **Leasehold Properties**

- Repairs for leasehold properties are carried out in accordance with the terms of the individual lease and Section 20 of the Landlord and Tenant Act 1985. Responsibilities typically include maintaining the structure, exterior and common areas ensuring buildings insurance is up to date and keeping communal areas clear and well-lit. Leaseholders will be recharged for repairs according to their lease agreements. Details can be found in individual lease agreements

### **Properties not Owned but Managed by Freebridge**

- For properties not owned but managed by Freebridge on behalf of the freeholders we will communicate with the property owners to ensure necessary repairs are conducted in line with this policy's principles. Details can be found in the relevant management contract.

### **Accessibility**

We are committed to ensuring that all of our customers are able to access our Repairs and Maintenance service. Whether you need to access our services in alternative ways, want to update your details to reflect a change in circumstances or need additional support, we want to help as best we can.

Examples of support we provide are:

- Supplying auxiliary aids such as:
  - sign language interpreters
  - Induction loop
- Providing information in alternative formats (e.g. large print, Braille, coloured paper, audio etc.)
- Giving extra time for customers to report repairs or provide access to their home
- Sending emails or communicating via telephone in preference to hard copy letters
- Communicating with a nominated family member or third party

Customers can let us know about any additional support needed at any point during the repairs process. We will always try and meet the needs of our customers. There may be instances where this isn't possible. When this happens, we will do our best to work with you to find another solution.

### **Record-Keeping**

- Freebridge will keep clear records of all work undertaken that is deemed to be customer responsibility and the resulting recharge costs

### **Customer Engagement**

- We value customer feedback in order for us to continually improve our services.
- After a repair, maintenance or improvement is completed customers may be invited to provide feedback through a range of methods. Our Vulnerability Policy and Customer Influence Plan sets out how we work to ensure all customers are enabled to provide feedback

### **Compliance Review and Audit**

- Activities covered under this policy will be subject to continuous performance monitoring with Key Performance Indicators reported to both the Operations Committee and Board to provide assurance
- This policy will be reviewed on an annual basis or sooner if required to ensure compliance with statutory, regulatory and best practice requirements
- Periodic audits of this policy will be undertaken to ensure that the requirements are being undertaken consistently with findings and any action required, reported to the Audit and Risk Committee of the Board.