

**gentoo**



**Chargeable Repairs  
Policy**

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Printed versions of policies may go out of date – the latest version will always be on the Policy Hub located on the Gentoo Intranet. If you are unable to access this, please contact the Governance Team.

For support and advice regarding the policy, please contact the Policy Owner. For queries on the policy register, please contact the Governance Team.

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## Introduction

- The protection of Gentoo's homes is vital to ensure that our assets continue to serve our current and future customers, providing safe, warm and decent homes and other services for years to come.
- We expect our customers to play their role in this by caring for and respecting their homes and reporting any matters relating to their home to Gentoo for us to deal with as appropriate.
- At the start of their tenancy, customers are informed about their responsibilities and we ensure they remain conscious of those responsibilities through the availability of appropriate information and the reinforcement of those messages through the period of their tenancy. Customers supported Gentoo in the creation of Gentoo's "Repairs and Maintenance Standard" which sets out the property-related standards that Gentoo aims to provide for its customers.
- The purpose of this policy is to support our continuous work to minimise incidences of damage to customers' homes that may happen during the time they live in them.
- The policy sets out our expectations of customers and a clear framework for identifying, managing and recovering the costs of repairs from customers due to the occurrence of Chargeable Repairs as defined below.

## Policy Aims

- The policy aims to:
  - Make clear that the financial consequences of any damage considered to be a Chargeable Repair will be passed onto customers where appropriate.
  - Confirm that any charges made as a result of Chargeable Repairs will be pursued.
  - Make clear to customers their responsibilities regarding the condition and upkeep of their home.
  - Promote and support responsible tenancies and encourage customers to care for their home.
  - Minimise expenditure on avoidable damage to Gentoo's assets, protecting Gentoo's assets and financial resources, so these can be used more effectively for the benefit of our current and future customers.
  - Provide for dispute resolution through an Appeals process.
- To achieve this, we will:

- Set out how we will operate this policy, in a fair, transparent and consistent way, in order to make charges for Chargeable Repairs.
- Investigate the circumstances of potential recharges thoroughly and explain to customers why they are being charged for work.
- Show sensitivity and understanding regarding any circumstances that may be related to the damage and/or other relevant current conditions or circumstances relating to the customer or any members of their household - where it is felt these are relevant or material to the occurrence of the Chargeable Repair.
- Help customers understand their responsibilities whilst living in their home and how Chargeable Repairs can be avoided.
- Support dispute resolution through a defined process of appeal.
- Create a recorded audit trail for each Chargeable Repair.
- Have systems and accountabilities in place to implement this policy, monitor the performance of the policy (e.g. amount/value of charges made, collection rates).
- Understand the impact of the policy and its cost-effectiveness.
- Gentoo's consideration of its customers' safety is paramount and we will never leave a property unsafe due to a Chargeable Repair situation. We will always act to protect the immediate safety of the customer. In such cases, we will undertake the repair as soon as possible and process the administration of the Chargeable Repair retrospectively.

## Policy Statement

- Most customers take great pride in their homes, but sometimes damage occurs that goes beyond normal wear and tear. This may result from neglect or deliberate actions, lack of care, or repetitive damage by the customer, other household members, or authorised visitors to the property. Chargeable Repairs may also occur if a customer has not taken reasonable steps to prevent the damage being caused or to limit its impact.
- Our overall approach sets out to prevent Chargeable Repairs. We encourage customers to look after their homes. From the time customers move in and through the period of their tenancy we ensure they are aware of how to look after their home (for instance, by ordering repairs when necessary) and how to deal with certain property-related matters (e.g. making a formal application to Gentoo to carry out alterations or improvements). We do this through various leaflets, our Tenant's Handbook, and information on our website. Gentoo teams will also offer or arrange clear guidance on property related matters if requested, or if they become aware of issues at any point during a customer's tenancy.

- Customers who look after their homes should not have to pay for the cost of accidental or avoidable repairs through the rent they pay. The Chargeable Repairs Policy aims to minimise the impact of these repair costs.
- Gentoo Group will apply this Policy with empathy and compassion and will fairly and transparently account for and use all the relevant information it can gather relating to a Chargeable Repairs situation. We will use this policy and our discretion on a case-by-case basis - to determine whether an event is a Chargeable Repair or not.
- This means Gentoo Group will take account of any specific personal circumstances and vulnerabilities a customer or member of their household has, either temporary or permanent, where these are relevant to the situation.
- We are committed to the principles of diversity and inclusion throughout the organisation and aim to:
  - Meet the needs and choice of people from all backgrounds.
  - Ensure that our services are relevant, responsive and sensitive to the needs of our existing and future customers.
  - Ensure that all sections of the community in which we work have equal access to our services.
- Our Chargeable Repairs Policy will ensure that customers will be treated as individuals and with fairness and respect. An Equality Assessment has been completed regarding this Policy.

**Examples of Chargeable Repairs may include:**

- Replacing broken windows or doors caused by customer damage.
- Clearing blocked drains due to inappropriate disposal of waste.
- Repairing doors or locks damaged through forced entry (unless due to a crime reported to the police).
- Removing graffiti.
- A longer list of Chargeable Repairs and the amounts that will be charged can be located in the Gentoo Moving Out Standard.

## **Equity, Diversity, Inclusion and Belonging**

- We are committed to the principles of equity, diversity, inclusion and belonging throughout the organisation and aim to:
  - Treat everyone equally, fairly, and with respect.
  - Provide fair and equitable outcomes for colleagues and customers.
  - Welcome and value difference and not tolerate discrimination, harassment or victimisation of any individual or groups.

- Challenge the behaviour of those who do not uphold our values and go against our principles.
- Oppose and avoid all forms of unlawful discrimination. This includes pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training, or other developmental opportunities.
- We are committed to the principle of diversity and inclusion for all colleagues and customers, regardless of sex, race, religion or belief, age, marriage and civil partnership, pregnancy and maternity, sexual orientation, gender reassignment, or disability.
- This policy and the associated procedures (if applicable) will ensure that customers and colleagues are treated as individuals with fairness and respect. An Equality Assessment has been completed on this policy.

## **Scope, Escalation and Monitoring**

### **Scope**

- The scope of this policy covers Gentoo Group.
- This policy applies to:
  - General needs rented properties
  - Supported housing
  - Sheltered housing
  - Leasehold/Shared Ownership
  - Rent to Buy properties
  - Market rented properties (domestic)
  - Temporary accommodation
  - Stock owned but not managed by the Group
  - Communal areas, including those relating to Leasehold/Shared Ownership properties
  - Commercial property (offices, depots, etc)
  - Stock managed by Gentoo on behalf of a third party
  - Garages and outbuildings
  - Remote plant (district heating, electrical pumps, etc)
  - Curtilage

## Escalation

- Where the Board or a Committee has concerns about significant issues in any area of this policy, they must escalate these concerns to the Executive Director of Customer, People and Engagement.
- Where a colleague has concerns about significant issues in any area of this policy, they must escalate these concerns through their line management structure, and ultimately to the Executive Team.
- Where a colleague continues to have concerns about significant issues in any area of this policy, they should refer to the whistleblowing section within the Group's Working Professionally Policy, which can be found on the Policy Hub on the Gentoo Intranet.

## Monitoring

- This policy will be reviewed every three years, unless business needs or legislative changes dictate that we review it before this time.
- This policy may be subject to an audit in line with the internal audit plan.
- This policy is a grade 2 and changes will need the approval of the Executive Team.

## Core Purpose, Vision and Themes

- Our core purpose is to provide warm, safe and decent home for our customers of today and tomorrow.
- Our vision is to become the best provider of social homes in the country.
- Our values are what we stand for and what we want to be known for. They are what makes us, us.
  - We care about people.
  - We take accountability.
  - We shape the future.
  - We bring leadership.
  - We deliver.
- We live our values in everything we do from the boardroom to the front room, to deliver our priorities for our customers.
- We have identified six themes which will guide the delivery of our services and support the Group's vision and ambitions for the next 10 years.
  - The best provider of social homes in the country.

- A housing provider that listens and sorts things out.
- Helping our communities to thrive.
- Achieving growth through partnerships and innovation.
- A professional, caring, great place to work.
- Embracing modern technology and data.

## Regulation and Legislation

- In implementing this policy, Gentoo will always seek to ensure that its homes are compliant with the Government's Decent Homes requirements.
- The Director of Customer will ensure this policy has regard to all legislation, regulation and best practice. The regulations and legislations applicable to this policy are:

### **Awaab's Law (Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025)**

- Introduces strict timeframes for addressing hazards such as damp and mould.
- Emphasises the landlord's duty to act promptly, which may intersect with tenant-caused damage and recharge decisions.

### **Housing Ombudsman's Complaint Handling Code**

- Sets out expectations for fair and transparent complaints and appeals processes, which should be reflected in how recharge disputes are handled.

### **Tenancy Agreements and Local Tenancy Conditions**

- These are legally binding documents that define tenant responsibilities and should be aligned with the policy.

### **The Housing Health and Safety Rating System (HHSRS)**

- A risk-based assessment tool introduced under the Housing Act 2004.
- It identifies and evaluates 29 potential hazards in residential properties that could affect tenant health and safety.
- Common hazards include damp and mould, excess cold, fire risks and structural issues.

## Roles and Responsibilities

- The key roles and responsibilities in Gentoo for this policy are set out below. If applicable, additional responsibilities for this policy are detailed in the relevant supporting procedures.

<b>Role</b>	<b>Key responsibilities</b>
Executive Director (Customer, People and Engagement)	Responsible for resourcing, sponsoring and supporting the implementation of this policy.
Director of Customer	Responsible for maintaining a 'fit for purpose' Chargeable Repairs policy, its effective implementation and its performance.
Head of Neighbourhoods	Responsible for local implementation/day-to-day operational management of the policy and required staff training. Taking part in Chargeable Repair appeals.
Neighbourhood Operations Managers	Deputising for the Head of Neighbourhoods when required on Chargeable Repair matters. Making decisions on Chargeable Repairs and as part of the appeals process. Waiving charges where appropriate under terms of this policy.
Neighbourhood Co-ordinators/Support Co-ordinators	Identifying, investigating, documenting and raising all potential Chargeable Repairs with the Neighbourhood Operations Manager. Managing individual cases and appeals as set out in this policy.
Surveyors	<p>Supporting Chargeable Repairs situations by carrying out inspections when requested and offering technical expertise, advice and specifying/costing works determined to be chargeable.</p> <p>Ordering/procuring, supervising and post-inspecting any chargeable works.</p>

## Definition of Chargeable Repairs

- The following definitions are used throughout this policy.

Definition
Chargeable Repairs (also referred to as “recharges” in this policy) are repairs that will be charged to the customer due to accidental damage or damage that has been caused by willful or avoidable actions, misuse or neglect.
Unauthorised alterations that have created the need for corrective or remediation works may also be determined to be Chargeable Repairs.
The damage may relate to the property as a whole or any part or component of the property.
Chargeable Repairs may also occur because of the actions or inaction on the part of the customer, members of the customer’s household or other persons attending the property, including where preventative action to avoid or limit the damage, could have been reasonably and safely taken.
The policy will also identify other situations where customers may be recharged, which include the removal of items left in properties after the customer is no longer resident there, required works to unkempt gardens and the misuse of the Out of Hours Repairs process.
Chargeable Repairs may be identified during a customer’s tenancy or in the period when the customer has left their home, before another customer takes up occupation of that home.

## Policy Detail

### Chargeable Repairs – During a Tenancy

- When a potential Chargeable Repair is initially reported or is otherwise identified in an occupied property, we will visit the property as soon as possible to view the repair and investigate the circumstances that led to the repair being required.
- If there are potential safety implications caused by the required repair, we may arrange an immediate Emergency Repair if we feel that is appropriate.
- All potential Chargeable Repairs will be reported to the relevant Gentoo colleague along with the circumstances and any other information relevant to the matter.
- An assessment will determine if the repair is a Chargeable Repair that must be paid by the customer

- At all times, the principles and provisions set out in this policy will be observed in reaching a decision.
- We will write to customers within 28 days of identifying the outcome of the assessment.
- Where it is determined that the customer should pay for the repair under this policy we will include in the communication:
  - A description of the repairs that are being charged for.
  - Photographs of the affected areas.
  - A breakdown of costs.
  - Options available for customers to repay the charges.
  - The process for customers to seek a review against the charges.
- In some cases, payment may be required before the repair is carried out.

## **Chargeable Repairs Arranged by/Undertaken by Customers**

- In some circumstances, rather than Gentoo completing a chargeable repair, a customer may request to arrange for the repair to be carried out independently or undertake the work themselves. This may offer a more cost-effective and, in some cases, faster solution.
- Such requests will be considered on a case-by-case basis, subject to the criteria outlined below.
- Where a customer requests to arrange or undertake a repair, a Gentoo surveyor will assess whether this is appropriate. The decision will consider:
  - Health and Safety considerations
  - Complexity and scale of the work
  - Cost implications
  - The level of skill and competence required
- Approval will only be granted where it is reasonable, safe and in the best interests of both the customer and Gentoo.
- Where the customer is within their termination period, permission for them to arrange/undertake the repair will only be given where it is considered the repair can be completed before the tenancy termination date.
- If approval is granted, the following conditions will apply:
  - Responsibility for Costs - The customer will be fully responsible for all costs associated with completing the repair to an acceptable standard and in

compliance with all relevant legislation, regulations, and statutory requirements.

- Competency and Standards - All works must be carried out by suitably qualified and competent persons. The works must meet recognised industry standards and all applicable regulatory requirements.
- Certification and Guarantees - Where applicable the customer must provide appropriate certification and evidence of compliance. Any relevant warranties or guarantees relating to the works must also be provided to Gentoo.
- Timescales - The customer will be advised of the required completion timescale and must ensure the works are completed within this period.
- All customer-arranged repairs will be subject to a post-completion inspection by a Gentoo Surveyor to assess the quality of workmanship, compliance with safety standards and adherence to regulatory requirements.
- If, following inspection, the work is deemed unsatisfactory—for example, where it is unsafe, non-compliant with relevant standards/legislation or below an acceptable quality standard as determined by Gentoo, then Gentoo will arrange for the repair to be completed or rectified.
- In these circumstances the repair will be treated as a rechargeable repair under this Policy and the customer will be charged for the full cost of the remedial works. The customer will not be reimbursed for any costs already incurred in attempting the repair.

## **Chargeable Repairs – Identified during the notice period or after the tenant has left the property**

- Before a tenancy ends Gentoo will provide clear advice and guidance to customers on Chargeable Repairs and other potential charges that may arise during the tenancy termination process. As part of the tenancy termination process and to reduce/eliminate charges to customers the relevant colleague will visit the customer and discuss Gentoo's requirements in relation to its 'Moving Out Standard'.
- It is the customer's responsibility to inform Gentoo of any repairs as defined in this policy. This will allow the circumstances surrounding the repair to be investigated and the consideration of any other relevant information
- Gentoo will make decisions regarding Chargeable Repairs based on the information available. Where customers do not disclose relevant repairs or circumstances before leaving the property, decisions may be made in their absence.

- Gentoo will recover costs associated with the removal and disposal of any items left in the property (including any loft areas) and/or address untidy/unkempt garden areas after the customer has left the property.
- Gentoo will continue to pursue customers/former customers for unpaid Chargeable Repairs debts after they have left the property by contacting them at their new address or by locating them using other methods.

## **Calculating the cost of a Chargeable Repair**

- Depending upon who will be carrying out the repair, the cost of the repair will be calculated by:
  - If the Repair is to be carried out by Gentoo - The Schedule of Rates in operation at Gentoo Group at the time the repair is priced. This will account for all aspects of the repair including, materials, labour and any other necessary costs (e.g. travel).
  - If the repair is to be completed by a private contractor (who will be instructed and supervised by Gentoo) - Gentoo will arrange for one of its appropriate, approved contractors to provide Gentoo with a price for the repair which will include materials, labour and any other necessary costs (e.g. travel). It is possible that VAT may also be added to this cost.

## **Replacement of Major Components**

- There may be occasions where one of the property's 'major components' may need to be replaced and paid for by the customer under this policy. Examples of a major component would be a whole kitchen or whole bathroom.
- These replacements may be identified during a customer's tenancy period; after a customer has left the property' or while Gentoo is preparing for upcoming Planned Works programmes (when Gentoo replaces things like whole kitchens and bathrooms).
- Where a major component is damaged beyond the point where it can be repaired to meet Gentoo's standards - and individual repairs/replacement of the damaged parts of the component are insufficient to return the component to that standard - then it may be necessary to fully replace the whole component.
- The replacement of a major component will also include any wall tiling, flooring, electrical work, or other work normally included when Gentoo replaces the whole component.
- Where the replacement of the component is determined to be a Chargeable Repair as defined in this policy, then the full cost of the component's replacement will be calculated.

- Gentoo estimates the amount of time that components in its homes should last before they need replacing. This is called the component's 'life'. Where the component needs to be replaced and charged to the customer under this policy, an adjustment to the full cost of replacement will be made to reflect any remaining life that the component may have left. Where there is no remaining life to the component the customer will not be charged for its replacement.
- However, at its discretion, on a case-by-case basis – even where the major component may not meet Gentoo's standard - Gentoo may determine that it will continue to 'patch' repair a major component that has been damaged under the definition of Chargeable Repairs in this policy, leaving it in a safe and useable condition, if it considers this is appropriate.

## **Deferred Charges**

- Where the value of the repair is under £80 (inc. VAT if applicable), Gentoo may determine that the cost of the repair is deferred, subject to no further recharges being made.
- However, a deferral will only apply to the first Chargeable Repair for any tenancy. If a second chargeable event occurs, then the first deferred charge will become immediately due, along with the second recharge. All subsequent recharges will be charged to the customer, regardless of value.
- The payment status of any previous recharges (i.e. whether they have been repaid or are still outstanding) will have no bearing on the application of 5.29.

## **Other things Gentoo will charge for**

- Gentoo Group will also charge for certain repairs items which are the customer's responsibility. These are covered in the Tenant's Handbook.
- In addition, lock changes (and other related costs) that may be required to access homes to meet statutory requirements (e.g. to undertake gas inspections/servicing/repairs).
- Gentoo Group will also make charges to customers where it feels that it is Out of Hours Repairs Service has been misused. This is covered in more detail in the Repairs Policy.
- Gentoo reserves the right to make charges for other matters not covered by this policy or the Tenant's Handbook where Gentoo determines that it is reasonable to do so under the aims of this policy. Such instances will be dealt with on a case-by-case basis.

## Exceptions

- Gentoo may waive Chargeable Repairs where:
  - The need for the repair has arisen because of the health, vulnerability or disability or other personal circumstance, temporary or permanent, that the customer or a member of their household experience.
  - It feels excessive hardship may be caused by a recharge.
- The Head of Service or above will determine where an exception may apply.

## Transfer applicants with outstanding debt (including Chargeable Repairs)

- Where a customer requests a transfer to another Gentoo home, any outstanding debt they have will be taken into account in considering their transfer application. Unless there is significant housing need, customers with any outstanding or pending debt will not be eligible to transfer to another Gentoo Home.
- Where a transfer is granted due to significant housing need, the customer will need to agree to a debt repayment arrangement before a transfer request is granted.
- In relation to 5.37 “debt” includes current or pending Chargeable Repairs but also other debts such as current rent arrears, former tenant rent arrears, Housing Benefit overpayments and insurance costs.

## Payment and Non-Payment of Recharges

- Gentoo will:
  - Require payment of the charge by the payment due date stated on the invoice. However, Gentoo does not wish to create hardship and will consider entering into a debt repayment arrangement with the customer, allowing the debt to be repaid over a period of time.
  - Gentoo will continue to pursue customers for unpaid Chargeable Repairs debts after they have left the property by contacting them at their new address or by locating them using other methods.

## Appeals

- Customers who wish to appeal against a Chargeable Repair decision may do so by making contact initially with their Housing Team who will discuss with the customer the reasons why they wish to appeal the recharge decision.

- Customers may wish to put their appeal in writing or may request the Neighbourhood Coordinator/Support Coordinator to convey their reasons and any additional supporting information to the Reviewing Officer to be considered during the appeal.
- Gentoo will send the customer a written acknowledgement of the appeal and confirm the appeal's outcome in writing.

## **Policy Outcomes**

- Our Chargeable Repairs Policy intends to achieve the following outcomes:
  - Protecting Gentoo's assets by encouraging customers to take care of their home, and by charging those who cause damage accidentally, or through willful or avoidable actions or inactions, misuse, neglect or who have undertaken unauthorised alterations that have created the need for corrective or remediation works. This includes damage caused by household members, or authorised visitors to the property.
  - Ensuring that customers who respect and value their home are not indirectly penalised through the actions of those customers who do not.
  - Achieving a clear, fair, consistent and proportionate approach to potential Chargeable Repairs events, having regard to the facts of specific instances of potential Chargeable Repairs situations and personal circumstances and vulnerabilities, where relevant.
  - Maximise collection rates by engaging with customers quickly - in line with the Income Management Procedure.

## **Records**

- Gentoo has housing management IT systems to record Chargeable Repairs; these will be used to:
  - Maintain records of customers who have a Chargeable Repair.
  - Recognise any vulnerable customers.
  - Pursue Chargeable Repair debts.
  - Monitor and record any required financial records.

## Version Control

Version history			
Version	Amendment details	Date	Revised by
2.0	Amended format	19/2/2018	Alexandra Gibson
3.0	Refreshed following policy review	14/10/2019	Kirsty Collins
4.0	Refreshed policy following review	1/11/2022	Alan Duffy
4.1	Updated core purpose and vision and priorities	31/08/2023	Catherine Loftus
4.2	Amendment of policy following a process review	TBC	Steven Gordon
4.3	Consolidating process review outputs and further improvements	20/5/2026	Terry Bonner (external consultant)
4.4	Update and Refresh policy	19/6/2026	Chris Roberts
4.5	Updated policy format and issued to Executive Team for approval.	30/06/2026	Governance Team
5.0	Policy approved by the Executive Team.	07/07/2026	Governance Team