



# Rechargeable Repairs Policy

Date of Approval  
November 2019

Review Due  
November 2022

## Executive Summary

<b>Brief Overview:</b> Update of the Association's rechargeable repairs policy which is reviewed every three years.
<b>Risks:</b> Low
<b>Relevance to Business Plan:</b> Objective 2 2.10 Recovery measures
<b>Financial Implications:</b> None
<b>Equalities:</b> N/A
<b>Regulatory Impact:</b> N/A
<b>Recommendations:</b> None no changes to the current policy

## Discussion:

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## **1. INTRODUCTION**

- 1.1 The Association has clauses within its Tenancy and Occupancy Agreements, the Tenants Handbook and the Maintenance Policies of the Association, which deal with rechargeable repairs.
- 1.2 The aim of this document is to bring together the various clauses into a policy document and related procedures, which can be followed to improve the success of recharging appropriate repairs and collecting monies due.
- 1.3 It may be necessary, on occasion, for the Association to carry out and recharge the full cost of repairs when the Tenant or members of their household, or their visitors have caused damage to the property due to carelessness, negligence or vandalism.
- 1.4 This policy covers the application of recharges to tenants for the cost of repairs arising from their negligence or their responsibility, and the methods for the recovery of these costs within the framework of the division of repair responsibilities between Tenants and the Association. Private Owners are dealt with through the Factoring/Property Management policies and Procedures.
- 1.5 The ability to recharge should not to be used as a means of penalising the tenant. The emphasis must always be towards making tenants aware of potential damage, their liability, and to encourage them to make use of appropriate insurance.

## **2. WHEN TO RECHARGE**

Tenants have clear responsibilities in respect of the upkeep of their property.

- 2.1 Tenants are responsible for (except in certain circumstances at the discretion of the Association) for items listed under Repair Responsibilities in the Tenants Handbook.
- 2.2 Tenants should repair or replace items damaged through neglect (fair wear and tear excepted) carelessness or the deliberate action of the Tenant or any member of the Tenant's household or a visitor.

If Tenants fail to make good any damage for which they are liable, the Association may carry out the work in default and recover the cost from the Tenant and consider legal action in terms of breaches of Conditions of Tenancy.

## **3 TENANT OPPORTUNITY TO REPAIR**

- 3.1 Tenants must be given the opportunity to carry out the rechargeable repair or remedial work themselves to the satisfaction of the Association; unless it is an emergency and the Tenant cannot be contacted. If the tenant decides to carry out the repair an inspection will be made to ensure the repair has been carried out satisfactorily.

- 3.2 Tenants who wish to carry out the repair themselves will use similar procedures to those used for Tenant Alterations and Improvements as set out below.
- (i) Application to carry out any repairs should be made in writing on the Association's standard form, available at the Association's office.
  - (ii) The Association will, on receipt of the completed application form respond within one month, indicating whether work can proceed or not.
  - (iii) The Association will grant permission on being satisfied that any proposed repair work will meet relevant standards of safety, workmanship, future maintenance costs and requirements for the future letting of the property.
  - (iv) If the proposed work is impractical or cannot proceed on technical grounds, The Association will advise the Tenant in writing.
  - (v) The Tenant must notify the Association once the repair work has been carried out. The Association will inspect the completed work to ensure it complies with the required standards.
  - (vi) A copy of any receipts or invoices in respect of the Tenant's repair must be made available and will be kept in the House file.

#### **4 WHEN NOT TO RECHARGE**

4.1 A Tenant might not be recharged:

- (i) In certain circumstances where confusion and misunderstanding can be shown; perhaps as experienced by some elderly and vulnerable Tenants. The Association may waive the charge on the first occasion.
- (ii) If the tenant cannot reasonably be considered to have been negligent
- (iii) If the recharge relates to a former tenant and there is little or no prospect of recovery. Where it is considered impractical to recover, a record should be kept in the house file to show that costs that may be reimbursed if the former tenant reapplies to the Association for accommodation.

#### **5 NOTIFICATION AND RECOVERY PROCEDURE**

- 5.1 The Association will carry out rechargeable repairs only if all costs are payable in advance if the tenant has an outstanding rechargeable invoice or who has substantial rent arrears.
- 5.2 Where possible Tenants will be notified, in accordance with clause 3, that a repair is their responsibility; instructing the Tenant to carry out the work within a specified time; to a

specified standard; and offering that the Association carry out the work for an estimated amount that will be recharged (see 5.1).

- 5.3 Once a rechargeable repair has been requested, an estimated cost will be advised. The estimated amount must be paid prior to any repair being carried out. On completion of the repair an invoice will be issued to the Tenant indicating the actual cost and payment made.
- 5.4 Payment can be made by Direct Debit, Payment Card (when available), and Bank Giro to the Association, or by cheque or cash at the Association's office. A receipt will be issued.
- 5.5 The Committee will receive a written report detailing the total amounts for Tenant rechargeable repairs issued and payments made.

## **6 DECISION TAKING**

- 6.1 Straightforward cases falling within policy guidelines will be dealt with by Association staff.
- 6.2 The Association will ensure that decisions are consistent and that the principle of "reasonableness" is applied to all cases.
- 6.3 Maintenance Services staff will identify repairs that are deemed to be the Tenant's responsibility and/or that should be recharged within the policy together with the cost of the work or an estimate if still to be carried out.
- 6.4 The Maintenance Manager will assess the Tenant's liability in terms of Clauses 2, 3 and 4 and confirm whether or not a recharge should apply.
- 6.5 The Maintenance Manager will consider any special circumstances so as to determine whether there are exceptional reasons which justify a decision not to recharge that are not covered by this policy.  
The final decision on whether or not to recharge will rest with the Maintenance Manager
- 6.6 In the event of the tenant requesting a rechargeable repair for the first time:
  - The repair will be carried out and not charged to the tenant (maximum £100)
  - A post inspection will be carried out and the tenant will be advised of the cost of the repair to the Association and their future responsibilities and that the Association will not be responsible for carrying out any future rechargeable repair works.
- 6.7 Cases outside policy guidelines (such as special hardship) may be referred to the Committee at the discretion of the Maintenance Manager or at the request of the Tenant.

## **7 APPEALS**

- 7.1 Any Tenant who is dissatisfied with a decision should first speak to, or write to the Maintenance Manager.
- 7.2 The Maintenance Manager will respond to any query or appeal in respect of the circumstances, detail, and cost of the rechargeable repair within one month.
- 7.3 Tenants still dissatisfied may raise a formal grievance under the Association's published Complaints Procedure (copies are available at the office).
- 7.4 Tenants can obtain advice and information about their remedies from a local Citizens Advice Bureau or a solicitor or a representative.
- 7.5 Tenants may also have a complaint referred to the Public Services Ombudsman once they complete the Association's published Complaints Procedure and are still dissatisfied.
- 7.6 If for any reason of disability or impairment a Tenant is unable to complain or appeal to the Association formally then they may authorise a representative to write on their behalf.