



RECHARGEABLE REPAIRS POLICY

March 2018

- 1) The Association shall charge tenants for the cost of carrying out repairs, that in the view of the Association, are necessary due to the neglect, carelessness or abuse of the property by the tenant, a member of the tenants household, or visitors to the property.
- 2) If property or fittings are damaged as the result of a criminal act by persons out with the household and out with the control of a tenant, and the tenant co-operates fully with the process of reporting the incident to the police, obtaining a crime reference number, and generally assisting the police and officers of our Association investigating the incident then the matter will be referred to the Associations insurers, if appropriate, for the recovery of costs incurred by our Association.
- 3) Any tenant forcing entry into their home, or asking anyone else to force entry to their home, shall be charged by the Association all costs incurred in making good any damage caused. The Association shall only make good such damage after the tenant confirms in writing that that they will reimburse the Association all costs incurred.
- 4) Alternatively the tenant may arrange for the required works to be carried out at their cost provided they ensure the works are executed by competent persons and the re-instatement works comply with our Associations standards.
- 5) Tenants who negligently fail to report necessary repairs shall be charged for any consequential damage resulting from the failure to report the repair requirements timeously.
- 6) If a tenant makes an arrangement to have a repair carried out at a specific date and time and fails to keep this arrangement, the resulting charge from the Contractor may be recharged to the tenant.
- 7) Tenants shall be notified as soon as practical that the cost of a repair is rechargeable. Verbal notification shall be confirmed in writing without undue delay.
- 8) Tenants shall be asked to sign an acknowledgement that they agree to make repayments either in advance or by instalments at mutually agreed rates.
- 9) At the Association's discretion we may require a tenant to pay partially or fully before it instructs rechargeable repairs to be carried out. Such circumstances may apply where tenants have previously failed to make

timeous repayments with respect to monies they owe the Association, or where the Association has grounds to believe required repayments will not be made.

- 10) The Association shall not delay rechargeable repairs if any delay is likely to cause consequential damage to property. However in the case of forced entry by a tenant or on behalf of a tenant the Association shall not be responsible for the security of that property until the tenant has agreed to make any appropriate recharges.
- 11) Where a tenant has an excessive outstanding rechargeable repairs balance and/or the tenant fails to adhere to their repayment agreement then the association will withhold carrying out all but essential repairs to a tenant's property. The association will recommence routine repairs once it is satisfied that the balance is reduced to a more manageable level or regular payments are being made to clear the balance.
- 12) Where tenants have significant outstanding recharges and/or repayment agreements have not been adhered to then the association will seek to recover these outstanding balances including legal fees through small claims actions, or by arrestment of wages if the tenant is in employment.
- 13) Former tenants will also be held liable for outstanding recharges whether this be existing costs or costs incurred during void repairs when their former home became vacant. The Association may pursue the tenant for these costs at their new address, and may lead to the same action stated in 12) above.
- 14) The Association shall take sympathetic view of accidental damage caused by tenants and shall not make unreasonable claims for recharges.
- 15) Decisions relating to recharges for accidental damage will consider the circumstances relating to the damage and the historic information available about previous accidental damage caused by the tenant in the property.

Reports with respect to rechargeable repairs, shall be included in the agenda for Committee meetings, twice annually. This will include recommendations on cases for write off.

- 16) Staff will have delegated authority to write off former tenant cases where the debt accrued is equal to £50 or less without formal report to Committee. This will of course be the last resort following exhaustion of all other options being pursued to recover the debt.

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