



## **RECHARGEABLE REPAIRS POLICY**

**May 2021**

## 1. Introduction

1.1 The Association is committed to maintaining our properties and common areas to a high standard. To ensure this, a range of maintenance and housing management policies are in place including:

- Maintenance Policy
- Right to Repair Policy
- Rechargeable Repairs Policy
- Pre and Post Inspection Policies
- Void Management Policy
- Sustainability Policy
- Estate Management Policy

## 2. Purpose of this Policy

1.2 The purpose of this policy is to set out The Association's procedure in relation to the pursuance of Rechargeable Repairs. It is developed in conjunction with the Association's Maintenance Policy to ensure that repairs, which occur as a result of abuse, neglect or carelessness by the tenant, a member of the tenant's household or visitors to the property do not place any additional burden for funding from rents and that they are not detrimental to the reactive maintenance budget.

## 3. Definition of a Rechargeable Repair

3.1 A rechargeable repair shall be one that has occurred due to the following:

- Damage that has occurred as a result of abuse by the tenant, a member of the tenant's household or a visitor to the tenant's home
- Damage that has occurred as a result of neglect e.g. where the tenant has failed to timeously report an ongoing issue or where the tenant has not fulfilled their level of responsibility as defined within their tenancy agreement
- Damage that has occurred as a result of negligence by the tenant, a member of the tenant's household or a visitor to the tenant's home
- A requirement to force entry to provide access to a property or common space where the tenant has lost keys
- Attendance to repairs which are later deemed to have occurred as a result of unauthorised tenant alterations to the property
- Access failures where access has been pre-arranged with the tenant and the Contractor has levied a charge for this

#### 4. Exceptions

##### 4.2 The following exceptions will apply in relation to Rechargeable Repairs:

- Where the rechargeable repair is subject to a building insurance claim, the individual responsible will only be liable for the insurance excess.
- Where access is forced by emergency services due to concerns for the safety of the tenant or members of the tenant's household who normally reside there
- Where the damage to the property has occurred as a result of domestic violence where the tenant is co-operating with the police and other agencies.
- Vandalism where the tenant has reported the matter to the police and has obtained a Crime Reference Number and they continue to co-operate with the police on the matter.
- The Association may use discretion where appropriate in specific circumstances. For example where the tenant is elderly or vulnerable.

#### 5. Procedure for Processing Rechargeable Repairs

- 5.1 When reporting a repair, the tenant should be advised that the repair will be or has the potential to be rechargeable (this may not be determined until a maintenance officer or contractor visit has taken place). A Notification of Rechargeable Repair Letter (Appendix 1) will be issued to the tenant to confirm that the repair has been deemed as rechargeable.
- 5.2 A rechargeable repair may also be identified following an out of hours emergency visit and once this has been determined, a Notification of Rechargeable Repair letter (Appendix 1) will be issued to the tenant to confirm.
- 5.3 If requested, tenants will be given the option to have the required works carried out at their cost provided that they ensure that the works are executed by a competent person(s) and the reinstatement works comply with the Association's standards. A post-repair inspection must be arranged to ensure compliance with this.
- 5.4 The Association may refuse to carry out a repair which has been deemed rechargeable, if it does not fall within the landlord's core duty to ensure that the property is wind/watertight and secure and does not present a health and safety risk to the household, until the tenant has made payment in full. This would be considered where the tenant has an excessive outstanding rechargeable repairs balance.

- 5.5 The progression of planned maintenance works may also be impacted upon. In line with the Associations' Maintenance Policy, for planned maintenance works to be progressed, tenants must have tenancy debt (arrears, legals and recharges) of no more than £300. In addition, tenants must have established and maintained an arrangement for 6 months continuously.
- 5.5 On receipt of the Contractor's invoice for the rechargeable repair, The Association will prepare a covering letter and invoice (Appendix 2 and 3) and issue this to the tenant with a copy of the Contractor's invoice attached. The tenant will be given 14 days to respond to this letter.
- 5.6 If the tenant is unable to pay the rechargeable amount in full, the Association will agree a reasonable payment plan with the tenant and will confirm this arrangement in writing (Appendix 4). The tenant will be provided with monthly updates on their arrangement(s) and balance (Appendix 5).
- 5.7 If the tenant does not respond within 14 days of the initial invoice, the Maintenance Assistant will try to make contact by other means (telephone calls, house visit, calling cards) and if this is unsuccessful, the tenant will be issued with a reminder letter (Appendix 6) and the tenant will be given a further 14 days to respond.
- 5.8 Failure to respond to the reminder letter will result in the Maintenance Assistant making a further attempt to make contact by other means (phone calls, house visit, calling cards) and if this is unsuccessful, a Final Reminder will be issued. The tenant will be given 14 days to respond to the Final Reminder.
- 5.9 Failure to respond to the Final Reminder will result in the Association seeking legal advice on the pursuance of the debt. The Association may also refer the debt to a Debt Collection Agency or pursue legal action to recover the debt. The tenant will receive a letter confirming this position (Appendix 7). Any legal fees incurred would be added to the rechargeable debt.

#### Former Tenants

- 5.10 End of Tenancy visits will taken place and used to identify any repairs that are rechargeable. Tenants should be given a date for a follow up inspection to be done. They will have until that date to rectify any repairs that have been identified as their responsibility. If tenants do not make good all repair issues identified, the Association will complete the repairs required and recharge the outgoing tenant and pass this onto their forwarding address.
- 5.11 Where rechargeable repairs are identified after a tenant has vacated a property, a decision on whether to recharge for the works will be taken by the inspecting officer(s) during the void inspection.

## 6. Tenant Disputes of Rechargeable Repairs

6.1 In the event that a tenant disputes that a repair is rechargeable or the cost charge for the repair, the matter will be passed to the appropriate Maintenance Officer for reconsideration. If the tenant is unhappy with the Maintenance Officer's decision on the matter, it can be referred to the Depute Director for further consideration. If the decision to recharge is upheld and is still disputed by the tenant, they will be referred to the Association's complaints policy.

## 7. Debt Recovery

7.1 Outstanding rechargeable repair debt will be pursued by the Maintenance Assistant with assistance from other members of the maintenance team where required. The debt will be recorded on the Associations Housing Management Software System (SDM) and pursued by the means outlined in section 5.

7.2 Appropriate legal advice will be taken as outlined in section 5 on how the debt should be pursued. This will include an annual consultation with our legal advisers on the current position in relation to all outstanding rechargeable debt and what action will be required to ensure that the Association is protected against the position where a debt may become irrecoverable due to legal constraints.

## 8. Committee Reporting

8.1 A report in relation to Rechargeable Repairs will be presented to the Management Committee twice annually. This will include recommendations on cases for write off when appropriate.

8.2 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.