



# **RECHARGEABLE REPAIRS POLICY**

**May 2026**

## **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

1.2 These policies ensure that maintenance responsibilities are clearly defined and applied fairly and consistently.

## **2. Purpose of this Policy**

2.1 The purpose of this policy is to set out The Association's procedure in relation to the identification, authorisation, recovery and governance of rechargeable repairs.

2.2 This policy 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 tenants, household members or visitors do not place an unfair financial burden on rental income or the reactive maintenance budget.

2.3 It also ensures that decisions to recharge are transparent, proportionate, evidence-based and subject to appropriate management oversight.

## **3. Definition of a Rechargeable Repair**

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

- Damage due to abuse by the tenant, a member of their household or a visitor to the their home
- Damage resulting from neglect, including failure to report an issue timeously 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 their household or a visitor to the their home
- A requirement to force entry to provide access to a property or common space where the tenant has lost keys
- Repairs arising from unauthorised alterations to the property carried out by the tenant.

- Access failures where access has been pre-arranged with the tenant and the Contractor has levied a charge for this

#### **4. Exceptions and Discretion**

4.1 The following exceptions will apply:

- Where the rechargeable repair is covered by 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 their 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.

4.2 The Association may exercise discretion where appropriate in specific circumstances. For example where the tenant is elderly or vulnerable.

#### **5. Responsibility for Identifying Rechargeable Repairs**

5.1 Responsibility for determining whether a repair is rechargeable lies with the Maintenance Officer or Maintenance Assistant, following inspection and assessment against this policy and the responsibilities set out in the tenancy agreement.

5.2 All rechargeable decisions must:

- Be supported by appropriate evidence i.e. contractor invoices, inspection notes, photographs or reference to policy
- Be clearly recorded on the housing management system
- Include sufficient notes to support audit and dispute resolution

5.3 Where there is uncertainty, complexity, or an exceptional circumstance, the case must be escalated to the Depute CEO for review.

#### **6. Procedure for Processing Rechargeable Repairs**

6.1 When a repair is reported, the tenant should be advised where a repair will be or has the potential to be rechargeable. This may be confirmed following inspection or contractor attendance, including out of hours emergencies. It may also be established by considering the definition of a rechargeable repair as outlined in section 3 of this policy.

- 6.2 Once a repair is deemed rechargeable, a Notification of Rechargeable Repair Letter (Appendix 1) will be issued to the tenant.
- 6.3 Where requested, tenants may arrange to complete the works themselves at their own cost provided they ensure that reinstatement works are executed by a competent person and subject to a post inspection on completion of works.
- 6.4 The Association may refuse to undertake non-essential rechargeable repairs where an excessive outstanding rechargeable balance exists, unless it falls 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.
- 6.5 . In line with the Association's 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 a repayment arrangement for 6 months continuously.
- 6.6 On receipt of the contractor's invoice, a covering letter (Appendix 2) will be issued to the tenant with a copy of the contractor's invoice attached. The tenant will be given 14 days to respond to this letter.
- 6.7 If the tenant is unable to pay the rechargeable amount in full, the Association will agree a reasonable repayment plan with the tenant and will confirm this arrangement in writing (Appendix 3). The tenant will be provided with quarterly updates on their arrangement(s) and balance (Appendix 4). If the arrangement is broken, a letter will be issued to the tenant (Appendix 5) and they will be given 14 days to re-engage with the arrangement. Failure to do so may result in the matter being referred on for legal action/debt recovery.
- 6.8 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.
- 6.9 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 (Appendix 7) will be issued. The tenant will be given 14 days to respond to the final reminder.
- 6.10 Failure to respond to the final reminder may 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 8). Any legal fees incurred would be added to the rechargeable debt.

## Former Tenants

- 6.11 Rechargeable repairs for former tenants will be identified through end of tenancy visits and void inspections.

If identified at end of tenancy visit, tenants will be advised of repairs required (verbally and followed up in writing) and will 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 they 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.

- 6.12 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.

- 6.13 The procedure for pursuance of former tenant rechargeable repairs will follow the same pattern as that outlined above for current tenants.

## **7. Disputes and Appeals**

- 7.1 If a tenant disputes that a repair is rechargeable, or the cost charged for the repair, the matter will be passed to the appropriate Maintenance Officer for reconsideration.
- 7.2 If the tenant is unhappy with the Maintenance Officer's decision on the matter, it can be referred to the Depute CEO 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.

## **8. Debt Recovery and Escalation**

- 8.1 Recovery of rechargeable repairs will be monitored through sundry accounts on the housing management system and 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 and pursued by the means outlined in section 5.
- 8.2 Appropriate legal advice may 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.

## **9. Write-Off of Rechargeable Repair Debt**

- 9.1 The Depute DEO has delegated authority to write off rechargeable repair debt up to the level defined in the association's financial procedures.
- 9.2 Any proposed debt above that amount must be submitted to the Management Committee for approval.

## **10. Monitoring and Committee Reporting**

- 10.1 Rechargeable repair performance, outstanding balances, repayment arrangements and write-offs will be monitored by senior management
- 10.2 A report will be presented to the Management Committee twice annually which will include recommendations on cases for write off when appropriate.

## **11. Review of Policy**

- 11.1 This policy will be reviewed every three years, or sooner where legislative, regulatory or audit requirements dictate.