



RECHARGEABLE REPAIRS POLICY

Contents

1. Background
2. Policy
3. Rechargeable Repairs
 - 3.1 Tenants responsibility
 - 3.2 Damage or neglect
 - 3.3 Tenancy end
 - 3.4 Emergency call-outs
 - 3.5 Lack of access
 - 3.6 Assistance requested
 - 3.7 Advising tenant
4. Arrange Private Contractor
5. Procedure for the Recovery
6. Administration Charges
7. Discount for early Payment
8. Excepted Cases
9. Risk implications
10. Equalities Issues
11. Monitoring and Reporting



1. Background

The Association has a legal duty to maintain its houses, to provide a repairs service to its tenants, and to meet its duty of care. The Maintenance Service and Satisfaction Strategy, Stock Management Strategy and the Tenancy Agreement, set out in detail how these responsibilities are put into effect.

Tenants have an obligation not to damage or neglect their house. If damage or neglect should occur, the Association will recharge the tenant to recover the cost. The purpose of this policy paper is to set out how the Association will deal with any such repairs and the recovery process.

2. Policy

It is the Association's policy to recharge the cost of repairs to tenants in the circumstances set out below. This policy will be applied consistently and fairly to all tenants.

Where a repair is considered to be rechargeable, the Association will issue an invoice to the tenant for the cost of that repair and every effort will be made to recover the sums due.

In line with the Association's Financial Regulations, no amounts due, over £100, will be written off as irrecoverable without the prior approval of the Management Committee.

3. Rechargeable Repairs

It is our Policy to recharge tenants (including former tenants) the cost of repairs undertaken by the Association where:

- the repairs are deemed the tenant's responsibility as set out in the Tenancy Agreement and Tenants Handbook Repairs Responsibilities Grid
- the repairs are the result of neglect of, and/or damage to, the property by the tenant, household members or visitors
- the repairs are required at the termination of the tenancy which are deemed the tenant's responsibility
- there is evidence of persistent misuse of the emergency repair service by the tenant, and a warning letter has been issued
- there has been a persistent lack of access after a warning letter has been issued
- the tenant requests the assistance of the Association in the completion of repairs, even though they are aware they will be recharged for the work carried out.

3.1 Tenants Responsibility

The Tenancy Agreement and Tenants Handbook – Repairs Responsibilities Grid, set out the division of responsibility for repairs between the Association and its tenants. In a situation where the tenant fails to carry out repairs that are defined as the tenants responsibility, the tenant is then in breach of their Tenancy Agreement, and the Association will exercise its right to undertake the works and to recover the cost of the repair from the tenant.

3.2 Damage or Neglect

The Association's Tenancy Agreement clearly states that the tenant will be responsible for the cost of any repairs required because of damage caused by the tenant, members of his/her household or visitors. A similar provision is made in respect of repair costs incurred as a result of neglect of the property.

3.3 Tenancy End

The Tenancy Agreement confirms that the property should be maintained in good and tenanted condition through to the end of the tenancy. The tenant is therefore responsible for all repairs to bring the house up to standard where it can be let to another tenant.

The tenant may be notified of these repairs by the Housing Officer, at the inspection during the one month notice period to termination of the tenancy, and will be given the chance to put the repairs right before they leave the house.

However, when the tenant leaves the property at the end of their tenancy, and it is found through the tenancy end inspection that the property falls below the expected Property Standard, either because :

- the Housing Officer had not been given the chance to undertake a pre-termination inspection or,
- further repairs are now identified due to removal of furniture and belongings or,
- the tenant has failed to carry out the repairs as advised,

then the outgoing tenant, including transferees, will be recharged the cost of the repairs necessary to bring it the house back up to the standard where it can be let to another tenant.

Refer to the Property Standard Leaflet for full details of expected Property Standard at tenancy commencement and on tenancy end.

3.4 Emergency Call-outs

The Association operates an emergency call-out service for repairs out of office hours. The emergency service is designed to cover only those cases where a repair is immediately essential to ensure safety and/or reinstate essential services. Tenants are discouraged from calling the service for any repairs that are not emergencies and could wait until the office is next open.

Emergency repairs are very expensive - if a tenant persistently calls out the emergency service for a repair that is not an emergency or fails to give the emergency service access, the Association will recharge the tenant for the cost of the call-out. Such action will only be taken in extreme cases and after the Association has written to the tenant pointing out the abuse of the system and warning that the tenant will be recharged if it continues.

3.5 Lack of Access

A tenant will be issued with a letter following 2 notifications of "No Access" for appointments by the Contractor, informing them that the appointment has been cancelled and to contact the Association to set up a new appointment. Where there remains a persistent lack of access, even after a letter has been issued, the Association will recharge the tenant for the cost of the call-out.

3.6 Assistance Requested

A tenant may request the assistance of the Association in the completion of repairs, even though they are aware they will be recharged for the work carried out, for example repairs to electrics caused by tenants own appliance or lock changes. Approval to undertake such a repair is at the discretion of the Technical

Services Officer with the agreement of the Technical Services Manager. The Technical Services Officer will write to the tenant confirming the requirement to recharge before the works commence.

3.7 Advising Tenant

The Technical Services Officer will advise the tenant, if possible, at the time of the repair request, where there could be a recharge, for example where :

- the tenants own faulty appliance has caused the electrical fault
- the tenants own faulty appliance or faulty connection to an appliance has caused a flood.

4. Arrange Private Contractor

The tenant also has the option to arrange for any necessary works to be completed by a Private Contractor without the involvement of the Association.

5. Procedure for the Recovery

Refer to the **Procedure Note for the Recovery of Rechargeable Tenant Repairs** for details on the issue and recovery of rechargeable repair accounts :

- raising orders
- notification of tenant
- preparation of rechargeable invoice
- arrangements to pay,
- receipt, pursual and monitoring payments
- monitoring and reporting.

6. Administration Charges

In line with our policy to be consistent and fair to all tenants, each rechargerable repair account will be subject to a 15 % administration fee, added on to the total value of the account, to reflect the increased administration with the issue of the notification letters, the invoice and the debt collecting over standard reactive repairs

7. Discount for Early Payment

To incentivise the prompt settlement of rechargeable repair accounts, we will waive the charging of the 15% administration fee if the account is settled within 28 days.

8. Excepted Cases

In certain circumstances it may be deemed inappropriate to pursue the raising of, or the non-payment of, a recharge. Each specific case will be assessed and where necessary :

- flagged up to the Housing Officer,
- agreed with Senior Housing Officer or Housing Manager and
- recorded on the spreadsheet.

Some examples of where it may be inappropriate raise or to pursue recharge :

- Vulnerable tenants
- Changed household circumstances
- Victims of domestic abuse
- Family splits / strained relations
- Family / household bereavement
- Mental health / alzheimers
- Criminal proceedings
- Abandonment of property/ unlikely to receive monies

As these will be situations where there can be no definite guarantee of when, or which member of staff will first become aware of the special circumstances all officers will be responsible to raise queries for clarification with other teams, and ensure all teams are aware of the final decision regarding each case.

The rechargeable event should be recorded on the spreadsheet file with full details, and included in the reporting cycle, even if the decision is not to pursue the debt.

In addition, where total rechargeable repair costs amount to less than £25.00, we would not consider these cases cost effective to pursue.

9. Risk Implications

The Association's reserves are at risk if we do not correctly administer, process, and collect recharges timeously. Failure to collect rechargeable costs would ultimately require additional rental income to fund the over-spend on the maintenance budget.

Our aim is to keep rents as affordable as possible. Detailed procedures have therefore been developed to ensure the effective implementation and control of this policy.

10. Equalities Issues

For Rechargeable Repairs we do not differentiate between tenancies at policy level. However, through the Procedure for Recovery of Rechargeable Tenant Repairs we have compiled a list of guidelines for pursual of Rechargeable Debts and have indicated the circumstances where it would be deemed inappropriate to pursue the recharge. It is impractical to define strict criteria therefore it will be for the Housing Officer to detail a reason, to the agreement of the Senior Housing Officer or Housing Manager.

11. Monitoring and Reporting

The outcome of the policy will monitor the annually.

The Technical Services Manager will report :

- number of rechargeable repairs raised
- number of invoices raised including number which were standard charges
- average cost of repairs

the Housing Manager will report :

- number of cases paid in full
- number of cases seeking arrangement to pay and maintaining the arrangement
- number of cases defaulting on arrangement to pay
- number of cases not paying
- number of cases moved to Legal Action for recovery

and the Finance Manager will report :

- total amount invoiced
- total receipts
- proposed write-off, classified with reasons

Examples of possible reasons for proposing to write-off debt :

- exceptions, with details
- tenant gone away / abandonment
- pursual through former tenant procedure