



1 Scope of policy

1.1 This policy describes the activities and responsibilities involved in carrying out repairs in circumstances where:

- The repair is the responsibility of the tenant; or
- The damage to the property is due to willful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property; or
- The repair is required when moving out of a house to bring it up to an acceptable standard.

1.2 The Association will ensure that no individual is discriminated against on grounds of sex or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions. The Association will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, and Braille if required.

2 Legal framework

2.1 Generally, the Association is responsible for repairing and maintaining the structure and property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign the Tenancy Agreement and these responsibilities are also outlined in the Tenants' Handbook. All tenants should, except in certain circumstances, be recharged for repairs that are their responsibility as defined by the Association's Response Repairs Policy.

2.2 Section 1(h) of the Association's Tenancy Agreement states that

“Tenant agrees to pay for the repair of any damage done to the premises not due to ordinary wear and tear to a standard approved by the Association.”

This does not apply to damage caused by fair wear and tear or criminal damage (provided that you have reported the damage to the police and to us as soon as the damage is discovered).

3 Aim

3.1 The overall aim of the Rechargeable Repairs Policy is to contribute to the efficient and effective maintenance of the Association's housing stock and to ensure that expenditure is managed effectively.

4 Objectives

4.1 The specific objectives of the Rechargeable Repair Policy are:

- To give clear guidance on the circumstances when a repair will be recharged;
- To give clear guidance on the circumstances where discretion will be exercised;
- To outline the process of recharging for repairs;
- To outline the basis for calculating the recharge;
- To inform tenants of payment arrangements;
- To inform tenants of the action the Association will take if payment is not made; and
- To monitor performance of rechargeable repairs in order to seek continuous improvement.

5 General

5.1 Tenants will be made fully aware of what items in their accommodation they will be held responsible for when signing their tenancy agreement and that they may be liable for replacement or repair costs to these items. These responsibilities are highlighted in the Residents Handbook.

5.2 Where agreement is reached between the tenant and the Association that the Association will do work on their behalf, a written agreement must be signed, with a copy going to both parties prior to instructing any works. The tenant should be made fully aware of what works are going to be carried out, when they will take place, and where possible the expected total cost to them.

5.3 Approval must be given by the Maintenance Manager before any works orders are issued on this basis. **Appendix A** lists these General Areas for possible recharge.

- 5.4 The Association will permit the replacement of certain items within the dwelling without charge to the tenant when the minimum expected life of those items has been reached and where they are defective and require replacement or repair.
- 5.5 Where items fail to reach their minimum expected life due to what is described as “fair wear and tear”, the Association will take the decision to replace without charge to the tenant.
- 5.6 When dealing with a case of clear neglect or abuse, consideration will be given to the age, physical and mental health or other extenuating circumstances of the individual tenant and the previous condition of the item(s) in question. In these circumstances the Association will use its discretion in raising a recoverable charge against the tenant.
- 5.7 Where items fail to reach their expected minimum life due to tenant neglect or abuse and the Association decides to replace or repair on the grounds of health or security or to prevent personal injury, the tenant will be charged a contribution relative to the portion of the item’s remaining useful life.
- 5.8 Consideration will also be given as to whether any payments to the tenant, including Internal Redecoration payments or claims for Compensation for Improvement or Right to Repair claims are pending. Any charges recovered from payments will be approved by the Housing Manager.

6 Void repairs

- 6.1 When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any aspects of disrepair, which are the responsibility of the tenant. The tenant will then have the opportunity to rectify any repairs for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge may then be raised for the cost of the works.
- 6.2 If the Association is requested to carry out a repair which falls outside its responsibility Maintenance staff will normally explain the position and decline the request.

7 Application

7.1 Once it has been established that the repair is the responsibility of the tenant, the tenant will be advised of the cost of the repair as soon as possible. Charges for rechargeable repairs are based on current repair costs, including materials and labour from the agreed Association's Schedule of Rates. However, in the case of emergency repairs, an additional fixed call out charge will be made. If the repair does not fall into the, "emergency repair" category, the tenant will have the opportunity of completing the repair themselves within 28 working days. Tenant will be advised that on completion, the repair must meet the Association's Housing Standard.

8 Monitoring

8.1 The Maintenance Manager and Housing Managers are responsible for operation of the Rechargeable Repairs Policy and associated procedures.

8.2 Reports will be submitted to the Housing Management Committee quarterly by Housing Staff if recommendations for write offs of unrecoverable monies are to be made. All applications for write off will be approved by the Housing Manager and the Deputy Chief Executive.

9 Point of Contact

9.1 Should a Tenant have a query with regard to the Rechargeable Repairs Policy this will be referred to the Maintenance Manager for response and action as necessary.

10 Review

10.1 The Housing Management Committee will review the Rechargeable Repairs Policy every three years. The policy and procedures will also be reviewed in accordance with any future legislative changes as and when they occur.

APPENDIX A

RECHARGEABLE ITEMS

Current tenants

The following items are rechargeable:

Repair	Fee to be Charged
Correcting alterations/repairs implemented by a tenant which are deemed by the Association to be an unacceptable standard	Cost of work on invoice
Unauthorised building alterations	Cost of work on invoice
Damage within properties and vandalism at a scheme/estate where the offender is known and there is sufficient evidence to pursue a legal action for criminal damage, if necessary.	Cost of work on invoice
Replacement of tap washers, except where the tenant(s) is frail or otherwise vulnerable	Cost of work on invoice
Unblocking of sinks and toilets (dependant on cause)	Cost of work on invoice
Unblocking of drains blocked by the tenant (dependant on cause)	Cost of work on invoice
Damage to the fabric of the building, fixtures and fittings and furniture and other items on the inventory.	Cost of work on invoice
Glass broken – single or double glazed	Cost of work on invoice
Change of lock / Forced entry	Cost of work on invoice
An abortive call by a contractor in response to a tenant made appointment	Cost of work on invoice
More extensive works resulting from the tenant failing to carry out routine repairs under their tenancy agreement or to report repairs which are the Association's responsibility	Cost of work on invoice

Electrical faults or flooding caused by the tenant's appliance or misuse	Cost of work on invoice
Alleged incidents of burglary not backed up by crime incident number	Cost of work on invoice
Infestation if found to be caused by the tenant's own neglect	Cost of work on invoice

Former tenants

The following items are rechargeable:

Repairs	Fee to be charged
Cleaning and removal of rubbish left behind after the tenant has moved	Cost of work on invoice
Re-instatement where the former tenant has left the property in a condition that breaks the terms and conditions of their tenancy/agreement with the Association	Cost of work on invoice
Corrective work before a relet is possible resulting from the tenant carrying out alterations or DIY of a poor standard	Cost of work on invoice
Corrective work before a relet is possible resulting from the tenant carrying out alterations which breach statutory requirements	Cost of work on invoice
Change of lock / Forced entry	Cost of work on invoice
Storing or removal of the tenant's belongings	Cost of work on invoice