



Rechargeable Works Policy

Reference	OP015	Version	1
Issue date	MAY 2015	Review date	MAY 2017

1 Purpose

- 1.1 To set out our approach to recharging tenants, leaseholders and former tenants for the cost of repairs or other works for which they are liable.

2 Policy statement

- 2.1 We depend on rental income for funding the provision, maintenance and management of our properties. We must therefore take practical steps to limit revenue lost through rechargeable works.
- 2.2 If we incur costs by having to repair a property or other asset as a result of the tenant or leaseholder having damaged, neglected or otherwise mistreated it, or allowed others to damage, neglect or otherwise mistreat it, we will recharge those costs in full to the tenant or leaseholder.
- 2.3 We will not recharge items if the total cost is below £20.
- 2.4 Circumstances in which a repair or replacement may be rechargeable include: deliberate damage (e.g. vandalism), accidental damage, items installed by the tenant but requiring removal at the end of the tenancy, wilful neglect, unauthorised alterations, removal of refuse, unblocking toilets and drains, repairs covered by a warranty given by a responsive repairs contractor or by a planned works contractor, replacement of equipment under guarantee, repairs resulting from negligence or accidental damage from a third party, and reinstating gardens to a satisfactory condition.
- 2.5 Additional or replacement items such as keys are not included as part of this policy.
- 2.6 We will levy a 15% charge in addition to the cost of the works (based on the Schedule of Rates) +VAT.
- 2.7 In the event of tenants or leaseholders failing to repay these recharged costs for a period of six months we may pass the debt to a debt collection agency.
- 2.8 In some exceptional circumstances – such as the death of a tenant, or a tenant being unable to pay for a repair which endangers life or property – we may write off the debt (see 3.2). We may also do this in the event of the debt being uneconomical to recover.
- 2.9 In some instances we may carry out works at the request of the tenant which are the tenant's responsibility under the tenancy agreement. In these instances we will take payment prior to undertaking the works.

- 2.10 Where appropriate works which are of a non-urgent nature and which, if not carried out, will not lead to further deterioration of the property, may be suspended until outstanding debts are cleared. We will not put the property or the health and safety of its occupants at risk through the suspension of a repair.
- 2.11 Tenants who wish to challenge recharges may do so through our complaints procedure.

3 References

- 3.1 As detailed in Section 11 of the Landlord and Tenant Act 1985 and in the Tenancy Agreement, we are not obliged to carry out repairs to our properties other than those which fall within our statutory repairing obligations.
- 3.2 In the event of debts being written off, this must be done in accordance with the Financial Standing Orders in our approved 'Governance Regulations: How the Board conducts its business' (January 2014), p.13.
- 3.3 The Equality Act 2010.
- 3.4 Returning your home to us: what happens when a property becomes empty
- 3.5 Repairs Handbook
- 3.6 Right to Repair Regulations 1994.

4 Equality and Diversity

In applying this policy we will not discriminate on the grounds of any of the seven protected characteristics outlined in the Equality Act 2010.

6 Publicising this policy

This policy is available on our website.