

Rechargeable Repairs Policy

Date written: October 2013

Date(s) reviewed: October 2015; January 2019

Purpose: To set out the circumstances and actions to be taken where repairs undertaken by Bernicia to tenanted or vacant properties will be recharged as dictated by situation.

Scope: This is a group policy and is applicable to all customers

Definitions: None.

Associated documents:

Tenancy Agreement
PMD Void Procedure
Tenancy Termination Form
Repairs and Maintenance Procedure
Void Recharge Guidance

Date for review: January 2022

Responsibility: Head of Housing (North)

Policy

1. Introduction

- 1.1 Bernicia tenancy agreement's allows for tenants to be recharged for damage that occurs to properties as a result of wilful actions or out of neglect.
- 1.2 This applies to current tenants with day to day repairs or in cases where the work is necessary to re-let an empty property is at least in part due to the actions of the former tenant.

2. Policy statements

- 2.1 The overall aim of the rechargeable repairs policy is to contribute towards the efficient and effective management of the company's housing stock. It will assist the company in providing well-maintained houses for all tenants and ensure that expenditure is managed effectively.
- 2.2 The policy's defined objectives are:
 - To give clear guidance on the reasons tenants will be recharged.
 - To give clear guidance on the circumstances where discretion will be exercised.
 - To outline the process for recharging for repairs.
 - To outline the basis for calculating the recharge.
 - To inform tenants of payment arrangements.
 - To inform tenants of the action that may be taken if payment is not made.
- 2.3 General wear and tear will account for the majority of repairs that are reported by tenants with many fixtures and fittings reaching the end of their practical life span.
- 2.4 Some repairs will occur as a result of an accident and not out of wilful neglect or abuse. The majority of these repairs will not be rechargeable.
- 2.5 Bernicia is not responsible for the repair or replacement of anything that has been installed or fitted in the property without written consent. This does not include fixtures and fittings installed by a previous occupier.
- 2.6 A small number of reported repairs or repairs arising from a property becoming vacant may be rechargeable due to the actions of the former tenant. The same rechargeable defining criteria will be applied in these cases.
- 2.7 The tenant may also be responsible for rechargeable repairs that arise out of the actions of others who visit or live at the property.

2.8 Repairs arising as a result of the following circumstances will be deemed as rechargeable:

- Wilful damage*.
- Neglect.
- Misuse.
- Abuse.

*Damage resulting from vandalism or a violent incident towards the tenant or a member of the tenant's family or person residing at their property will not be recharged as long as the incident has been reported to the Police and a Crime Reference number obtained.

2.9 Bernicia will aim to identify whether or not a repair is rechargeable at the initial reporting stage and the tenant will be informed at this point. Where further investigation is required an appropriate officer of the company will inspect the repair and will inform the tenant in writing of whether or not there is to be a recharge. Rechargeable repairs of a non-urgent nature will be invoiced and payment received in full before any remedial work is undertaken.

2.10 When a tenant gives notice to terminate their tenancy, they will be advised that the property must be left in an acceptable condition in line with Bernicia standards. Any aspects of disrepair, damage or alteration, which are deemed the responsibility of the tenant identified upon inspection following termination, will be subject to recharge.

2.11 Once any rechargeable repairs have been identified, details will be recorded against the relevant tenancy, however an invoice will only be raised where there is a reasonable chance that the recharge can be collected.

2.12 Bernicia will ensure that where current tenants owe a recharge debt that this is paid in full or a satisfactory agreement has been made and payments being adhered for a minimum of three months before they are allowed to transfer to another property.

2.13 Bernicia will ensure that in cases where former tenants have outstanding recharge debts that this is paid in full or an agreement made and payments being adhered to for a minimum of three months before they are offered another property with Bernicia.

2.14 Bernicia recognises that in some circumstances repayment of the full amount of the recharge would cause excessive financial problems for the tenant. In these circumstances a reasonable and affordable repayment pattern will be agreed by instalments. This assessment will be based on the tenant's financial circumstances.

2.15 An invoice for payment will be raised as soon as possible after the repair is completed. The rechargeable repair payments will be monitored by Bernicia and payments pursued where they have not been made.

- 2.16 If a tenant or former tenant should disagree with a recharged repair, they can make an appeal in writing, asking for the decision to be reviewed. Appellants should give clear reasons as to why they feel the decision should be reviewed. Third parties may make the appeal on behalf of the tenant or former tenant and additional supporting information may be submitted. Factors to be taken into account in any appeal will be dependent on the circumstances affecting the individual case.
- 2.17 Bernicia will respond to any appeals within 14 days. Appeals will be reviewed by the Head of Housing (North or South), the Retirement Housing Manager or the Assistant Director of Care & Support.

3. Responsibility for implementation

- 3.1 It is the responsibility of the Director of Housing Services to ensure that this policy is used fairly to recharge tenants and former tenants, where appropriate, as outlined in the guidance set down in this policy.

4. Actioning the policy

- 4.1 This policy will be actioned whenever it is considered that a repair may fall into the categories outlined within the policy.
- 4.2 In all such instances, staff should consult this policy.

5. Monitoring the policy

- 5.1 A record of all rechargeable repairs raised will be kept across the group to ensure that the policy is consistently applied.

6. Resources

- 6.1.1 There are no resource implications as a consequence of this policy as all actions should be able to be delivered from existing resources.

7. Resources

- 7.1 An equality and diversity impact assessment has been undertaken on this policy. In carrying out our services, we are committed to:
- Treating all customers and employees positively regardless of any personal characteristics including gender, age, ethnicity, disability, sexuality, gender reassignment or religion.
 - Taking seriously all complaints and investigating and responding accordingly.

- Using plain language and providing information in other languages, large print, audio and Braille on request.

Uncontrolled if printed – This may not be the latest version of the policy

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