

**INNISFREE HOUSING ASSOCIATION
RECHARGEABLE REPAIRS POLICY
JULY 2007**

1.0 Policy Statement

Innisfree Housing Association has a legal obligation to carry out certain repairs for our customers and keep our properties in good condition. This policy is designed to help identify which repairs are rechargeable and to prevent unnecessary damage or neglect to properties caused either by tenants, their families, friends or other people on the premises.

2.0 Purpose & Aim

2.1 There are occasions when tenants approach us to carry out repairs that are not our responsibility, or where we have no alternative but to carry out a repair that is the tenant's responsibility. The key objectives of this policy and procedure are:-

- To reduce the cost the Association has to bear due to tenant damage.
- To Identify and intervene at an early stage to prevent further damage, and ensure that costs are correctly apportioned.
- To ensure that the recharge process is robust and gives our tenant's clear guidance on how recharges are administered.
- To ensure that all staff are aware of the function they will undertake within the process.

3.0 Recharge Definitions

3.1 A rechargeable repair is a repair that is the responsibility of the tenant but one which has been carried out by us, the cost of which is recoverable from the tenant.

Examples of this include:-

- Urgent health & safety or emergency repairs
- Impending voids
- Damage or neglect caused by the tenant, their family or visitors e.g.
 - Electrical faults caused by tenant's appliances
 - Blocked drains, waste pipes or WC caused by nappies, food waste, grease, etc
 - Re-glazing broken windows
 - Deliberately broken fixtures or fittings
 - Unauthorized improvements or alterations
 - Deliberate acts of neglect or vandalism
 - Forced entry where the tenant is locked out of property
 - Lost or stolen keys

3.2 We will recharge for any abortive costs related to repair requests. This will include:-

- failure to allow contractor access on an agreed date
- failure to cancel repair request if it is no longer necessary
- reporting non-existing repairs
- misuse of out of hours repairs service

3.3 If the repair is as a result of a crime, then the onus is on the tenant to report the incident to the police and obtain a crime reference number. We can only carry out the repair once we have the crime reference number except where it is necessary to ensure the tenant's personal safety or the security of the property.

4.0 Undertaking rechargeable repairs

4.1 The Association is under no obligation to undertake a repair which is not a landlord responsibility under the terms of the tenancy agreement or other statutory obligation. Nevertheless, the Association will in some circumstances undertake a repair for which it has no responsibility and recharge the cost to the tenant. Such repairs may be undertaken for reasons of Health & Safety, in order to relet a property, prevent further damage to the Association's property or in the interest of promoting good landlord and tenant relations.

4.2 In many cases, it could prove more costly for the association to carry out a repair and recharge the tenant than for the tenant to arrange a repair direct. Wherever possible, unless there is a health & safety risk, we would normally advise tenants in these circumstances, in general needs properties, to carry out the repair themselves or employ their own contractor.

5.0 Repayment

5.1 When a rechargeable repair is identified, a provisional charge for the repair should be provided to the tenant. If the tenant accepts the recharges and would like the Association to carry out the repair on their behalf then the full cost of the repair should be requested up front.

5.2 Any rechargeable repair which presents an immediate risk to the tenant, household or neighbouring dwellings should be carried out immediately and the recharge carried out retrospectively. The tenant should be verbally advised of the recharge at the time of reporting.

5.3 The Association is aware that many tenants are on relatively low incomes and sometimes have multiple debt problems. Flexible payment options may be made available for those who are experiencing financial hardship. An agreement to pay costs must first be signed by the tenant before this can be agreed.

5.4 The Association has the discretion to waive the cost of a recharge due to mitigating circumstances, e.g. repairs have occurred due to domestic

violence/serious harassment etc. A brief synopsis report should be made outlining the facts of the case should a housing officer believe that a specific case warrants discretion to waive the costs.

6.0 Information to tenants

6.1 Tenants will be informed of our policy on rechargeable repairs when they commence their tenancy and at the 3 week settling in visit to help ensure they are clear on what they must deal with themselves and as part of our strategy to minimise/prevent damage occurring in the first place

6.2 Information on rechargeable repairs will also be included in the tenant's handbook and at regular intervals in our newsletters.