

# RAILWAY HOUSING ASSOCIATION

## POLICY STATEMENT

### RECHARGEABLE REPAIRS

#### 1. Statement of Intent

The Association will usually recharge the cost of repairing any damage that is not due to fair wear and tear. Enforcing this policy in a fair and equitable way will help to maximise the Association's budget for repairs and maintenance.

#### 2. Implementation of the Policy

In the following circumstances, tenants will usually be recharged the cost of repairs: -

- Damage caused by negligence, misuse, or criminal damage by the tenant, members of their household or visitors to their home.
- Accidental damage caused by the tenant, members of their household or visitors to their home.
- Unsatisfactory alterations carried out by the tenant, members of their household, or persons instructed by them.
- If a tenant reports an emergency response repair but is not at home to allow access when the contractors calls.
- The tenant or a member of their household has lost keys and access must be gained.
- The tenant, a member of their household or a visitor to their home, refused to allow the Police access to their home. The cost of repairing damage caused by the Police in other circumstances will be recharged to the Police Authority.

Tenants will not **usually** be recharged the cost of repairs if:

- They suffer from mental health problems or learning difficulties.
- The damage has been reported to the Police and the tenant has obtained a crime reference number

Former tenants will usually be charged with the cost of any repairs to their former home that are not as a result of fair wear and tear, and for the removal costs of any furniture, carpets or rubbish left in the property.

The Association's approved contractors will usually be recharged the cost of any damage caused by their negligence, lack of care or accident.

**RAILWAY HOUSING ASSOCIATION  
POLICY STATEMENT  
RECHARGEABLE REPAIRS**

### **3. Payment**

The full costs of repairs plus VAT will be recharged.

An invoice for the full amount will be sent to the tenant or former tenant but arrangements can be made to pay by instalments.

All reasonable attempts will be made to recover the costs of rechargeable repairs. This may include referral to the Small Claims Court, or a debt recovery agency if a debt remains unpaid when a tenancy ends. Any court costs incurred as a result of legal action being taken will also be recharged to the tenant or former tenant.

The Association may refuse to carry out any further repairs or improvements to a tenant's home if the tenant has not paid the cost of any rechargeable repairs. **In these circumstances, only the minimum level of repairs required under section 11 of the Landlord and Tenant Act 1985 may be carried out.**

### **4. Response Times**

Rechargeable repairs will be carried out in accordance with the Association's repair response times.

### **5. Repossession of Tenancy**

Where it is clear that extensive deliberate and wilful damage has been caused to Association property consideration will be given to taking repossession proceedings if the tenant's conduct is unacceptable and in breach of the terms and conditions of their tenancy agreement.

### **6. Right to Appeal**

There is a right of appeal against any decision made by the Association in relation to dealing with rechargeable repairs. An appeal can be made through the Association's complaints procedure.

### **7. Responsibility**

The Director of Asset Management is responsible for the effective implementation of this policy.

### **8. Review**

This policy will be reviewed biennially in consultation with tenants.

This policy applies to the beneficiaries of Joseph Hornby Stockdale Almshouses

**January 2010**

**This policy can be made available on request in other languages,  
large type, Braille or in audio form**