



Rechargeable Repairs

Overview:	This policy sets out the criteria of how the association deal with rechargeable repairs.
Version:	V1
Approved by:	Eldonians Board
Approved date:	January 2022
Issued date:	February 2022
Review date:	February 2025
Champion:	Board Chair
Document owner:	Chief Executive Officer

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1.0 Introduction

The Association are responsible for the majority of repairs to our properties, these responsibilities are laid down in law and contained within the Tenancy Agreement. However, there are some repairs that the tenant is responsible for these repairs are known as “rechargeable repairs”.

2.0 Rechargeable Repairs

What are Rechargeable Repairs?

Rechargeable repairs are ones that the Association are not responsible for doing, and that tenants have to pay for if they ask us to do them. Tenants may do these repairs themselves if they wish or pay someone else to do them.

When do we charge for repairs?

We charge for repairs if:

1) Work is needed due to accidental damage or wilful neglect by the tenant, members of the household or visitors to your home.

Examples of this type of rechargeable repair may include:

- Holes or other damage to internal doors or walls
- Accidental damage to glazing
- Damage to kitchen units and worktops other than normal wear and tear
- Blocked drains, toilets, baths, basins and sinks where the blockage is caused by misuse
- Damage to toilet seats and hinges
- Repairs required to put right failed DIY projects

2) We do work for which we have no responsibility under law or your tenancy agreement

Example of this type of work may include:

- Easing doors after tenants have had new carpets or flooring fitted
- Replacing toilet seats
- Draught proofing
- Filling normal settlement cracks prior to decorating
- Changing light bulbs or resetting the electrics after a fuse has blown
- Lopping trees

3) We have to force entry into a property due to tenants' negligence,

For example, if tenants lose their keys, we will also charge if we are subsequently asked by the tenant to change the locks (although this should be covered under the tenants own household insurance policy)

4) When either ourselves or our contractors are called out to a property, outside of normal working hours, to deal with an emergency and on arrival no emergency exists.

Emergency repairs are classed as those repairs required to ensure the safety, health or security of our tenants, and would include securing the property following a break-in, serious leak or flooding, drains overflowing, serious electrical fault, loss of all heating etc

Examples of non-emergency repairs that we are often called out to rectify and are classed as rechargeable include:

- Lose of electricity or gas because of having no credit on pre-paid meters
- Tripped electrics following a fuse blowing
- A dripping tap or faulty flush
- No heating when back up heating is working ie. No central heating but a gas fire is working

5) We have to repair a property after the tenant moves out because the tenant has damaged the property or undertaken alterations that we did not approve, and the tenant did not reinstate the property prior to leaving. (See Void Repairs below)

Discretionary Circumstances

Each case will be assessed on an individual basis. Discretion may be exercised depending on the circumstances affecting each individual case. In considering when discretion should be exercised and a recharge waived in full or in part, certain aspects may be considered:

- Age of the tenant
- Condition of tenant's health
- If tenant has any disability or mental incapacity
- Evidence of previous damage or repetition or repairs

Where damage to the property is a result of vandalism or a violent incident, a report must be made by the tenant to the police and a police crime reference number obtained. Where a confirmed crime reference number has been provided by the tenant a recharge will not be applied. Any repairs of this nature will be covered under the association's insurance policy.

3.0 Identification of Rechargeable Repairs

On receipt of a reported repair the urgency for completion and responsibility of the repair must be identified. Where information regarding the nature of the repair is incomplete or cannot be ascertained then the repair request will be passed to the appropriate person for assessment. Photographs will be taken before and after the repair is completed.

Once it has been established that the repair is the responsibility of the tenant the tenant should be advised of the cost of the works as soon as possible. A Rechargeable Repairs Agreement should be signed by the tenant before the works commence. If a tenant refuses to sign the Rechargeable Repairs Agreement, then the works will not be undertaken.

Emergency Repairs

In the event of an emergency repair which is a rechargeable repair, due to the limited timescales the repair will be completed by the Eldonian CBHA, and the tenant will be invoiced for the cost following the completion of the repair.

Void Repairs

Once a tenant gives notice to terminate their tenancy, they will be responsible for the full cost of clearing out the property and any rechargeable repairs. Where possible a pre-void inspection should be completed, and any recharges identified, and the tenant will be:

- made aware of their responsibilities regarding the repairs and the associated costs
- asked to sign a list of the identified items and this will be used as a checklist to ensure the responsibilities have been met
- given the opportunity to rectify the work themselves

If no notice is given by the tenant and there is significant damage and rechargeable repairs the Association will whenever possibly pursue the outgoing tenant to retrieve the debt.

How does rechargeable repairs work?

Eldonian staff will identify rechargeable repairs at the property. The resident will receive notification of rechargeable repairs in writing, showing estimated cost if Eldonian were to carry out the works on their behalf. The resident will be given 28 days to complete the repair themselves.

Were Eldonian carry out a rechargeable repair on behalf of the resident, full payment will normally be required in advance of any works being carried out. In some cases, a phased repayment contract can be agreed with the resident making an upfront payment and the balance being paid over a number of weeks. The table below shows the required upfront payment and the period over which the balance should be paid.

	Upfront Payment	Balance Period
Repairs up to £20.00	100%	n/a
Repairs between £20.00 and £50.00	50%	4 weeks
Repairs between £50.00 and £100.00	25%	8 weeks

Repairs between £100.00 and £200.00	20%	16 weeks
Repairs over £200.00	15%	Case by case basis

What happens if I refuse?

Any resident who refuses to carry out the works or pay for the work to be done within the allotted time is in breach of their tenancy agreement and as such could be subject to one of the following:

- Negative reference to future landlord
- Refusal to allow mutual exchange/transfer until repairs are completed by the resident or payment is made in full to cover the outstanding debt
- Legal action via the small claims court.

How do I prevent having rechargeable repairs?

- Report repairs promptly and keep property in a good state of repair.
- Seek written permission before undertaking DIY or making alterations.
- On termination of tenancy leave property clean and tidy and remove all personal belongings.
- Take out a **home contents insurance policy** providing accidental damage

4.0 Charges for Rechargeable Repairs

The charge for the repair is based on the cost of the repair plus VAT and an additional administration charge of 10%.

5.0 Recharge Payments

A sub account will need to be set up to allow for monitoring of payments. Payments will be received as per the Rechargeable Repairs Agreement. In cases where the tenant may be experiencing financial hardship and is unable to meet the costs of the invoice in full, the Housing Officer may negotiate an affordable repayment plan.

If a tenant fails to settle the rechargeable repair costs or defaults on any agreed instalment arrangement a decision will be made whether to pursue legal/court action to recover the outstanding amount owed.

6.0 Review of Recharges

If a tenant wishes to question their liability for the cost of a repair, they must raise the matter, by writing initially to the Housing Officer.

The Housing Officer will then investigate the tenant's comments and respond within 10 working days. If the tenant is still not satisfied, then the tenant should formally make a complaint in accordance with the Complaints and Appeals Policy.