

THREE BOROUGHES HOUSING CO-OPERATIVE

Rechargeable Repairs Policy

1. Introduction

Three Boroughs Housing Co-operative aims to provide its Members with a value for money repairs and maintenance service. Integral to this approach is the need to ensure that Members are recharged for works for which they are responsible.

This policy sets out the Co-operative's approach to rechargeable repairs and outlines:

- When and how the Co-operative will charge for repairs
- What happens if Members do not pay recharges
- What Members can do if they are not happy with a charge

2. Aim of the Policy

The aims of the policy are to ensure that:

- Costs which arise from the Co-operative carrying out repairs which are the responsibility of the Member are recovered in an efficient and timely manner.
- Costs are recovered in a way that is transparent, fair and understandable for all Members.

3. When the Co-operative will charge for Repairs

The Co-operative will charge Members when the repair is:

- The Member's responsibility (as detailed in the tenancy agreement and the Repairs and Maintenance Policy).
- The result of damage caused by the Member, someone else in the household, or a visitor (whether deliberate, accidental or through negligence).
- A result of unauthorised, inappropriate or poor standard alterations to a property carried out by the Member.
- In certain circumstances, repairs for which the Member is responsible but the Member requests the Co-operative to undertake the work.

This policy does not relate to repairs that are normally the responsibility of the Co-operative or are the result of reasonable wear and tear. A charge may also not apply in the following circumstances:

- Where the damage is criminal, caused by either an unknown person or in situations of domestic abuse or harassment.
- Where confusion and misunderstanding can be shown; perhaps as experienced by some elderly and vulnerable Members, the Co-operative may waive the charge on the first occasion.
- Where damage is found at the end of a tenancy and it may be inappropriate or insensitive to pursue the former Member or their next of kin for the charges.

4. How the Co-operative will charge for repairs

Every effort will be made to inform Members in advance when a repair is rechargeable, either when the repair is reported or following a visit or inspection of the property. Members will be asked to confirm in writing their agreement to accept the recharge costs. Where there is an immediate risk to the health and safety of the Member or their neighbours, the requirement for written confirmation in advance may be waived.

An invoice will be raised and sent to the Member and must be paid within 28 days of the invoice date. A repayment plan can be agreed for Members who need to spread the cost of the works. This will be drawn up in writing and must be signed by the Member.

5. Right to repair

Members have the right to request to carry out rechargeable repairs themselves but must:

- Seek written permission before carrying out any work.
- Be suitably qualified if carrying out the work themselves.
- Use a suitably qualified contractor if they are not carrying out the work themselves.
- Carry out the work within an agreed time period.
- Allow the Co-operative to inspect the work on completion.
- Allow the Co-operative to recharge for any work needed, should the repairs carried out be defective.

6. At the end of a tenancy

Members must carry out any repairs for which they are responsible before leaving the property and ensure the property is left in a clean and tidy condition. Rechargeable repairs will be identified at a pre-tenancy termination inspection.

Members will be advised they will be charged for the cost of making good any damage, replacement of missing fixtures or fittings, unauthorised alterations and the removal of any of their belongings left in the home, garden, shed, garage or communal areas.

7. What happens if a recharge is not paid?

The Co-operative will pursue the cost of rechargeable repairs undertaken in the most cost-effective manner. This may include taking legal action against a Member and the use of outside collection agencies to collect monies owed.

A Member's right to transfer to another property will be suspended until any outstanding charges are paid.

There will be a minimum level below which the cost of rechargeable repairs will not be pursued in order to ensure the Co-operative's resources are used effectively.

8. Right to Review

Members have the right to request a review of a rechargeable repair and should do so by contacting the Co-operative Housing Manager who will forward the request to the Management Committee for consideration.

9. Policy Review

This policy will be regularly reviewed to ensure it reflects best practice and to address legislative, regulatory or operational changes.

Approved by the Management Committee on	8th June 2022
Signature	
Position of Signatory	
For review on	8th June 2027