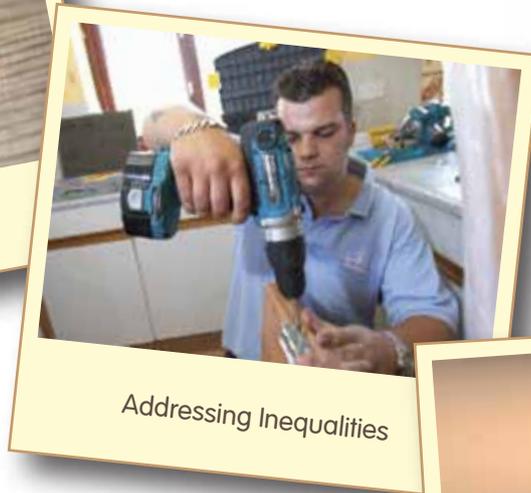




Providing Choice



Addressing Inequalities

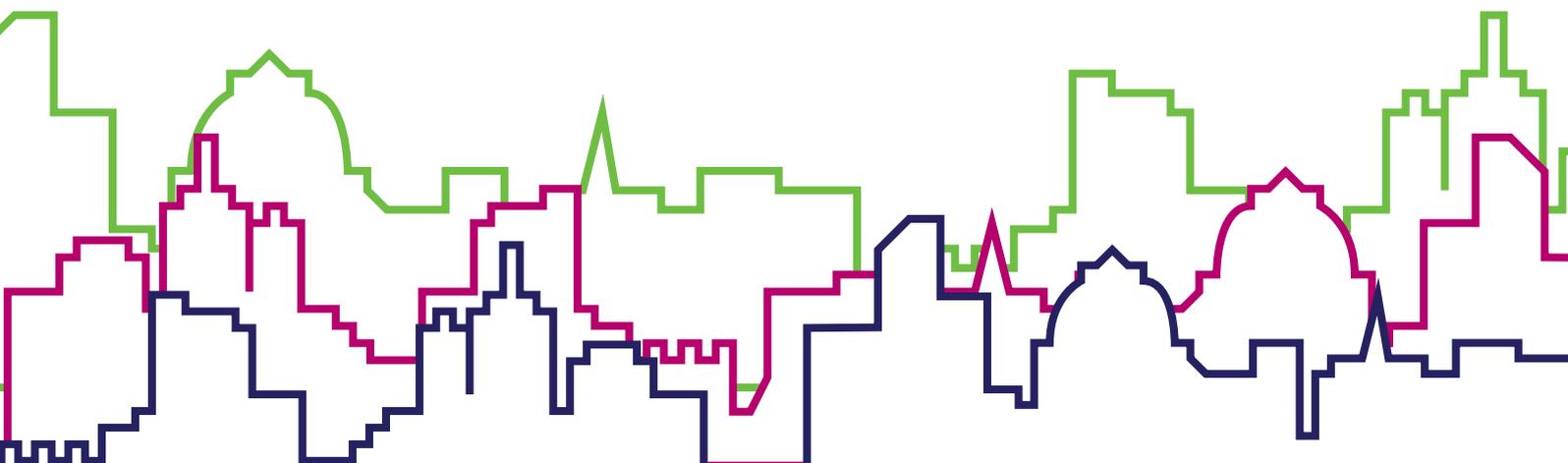


Improving Life Opportunities



## Repairs & Maintenance Recharge Policy

Unity Housing Association is a leading provider of social rented housing in Leeds. Above all Unity will strive to meet the legal and contractual obligations to tenants.



## 1. Background & Principles

1.1 Unity Housing Association is a leading provider of social rented housing in Leeds and as landlord, is committed to ensuring that its properties are well maintained and provide a decent home for its tenants, both now and in the years ahead. Above all Unity will strive to meet the legal and contractual obligations to tenants.

1.2 The Association intends to ensure that tenants are recharged for any repairs that are not the responsibility of the Association as landlord and which may arise from their negligence or their abuse of the property.

1.3 The Association will respond in good faith to tenants' requests to attend to repairs, but will recharge tenants, if access cannot be gained when it would have been expected, and if pre arranged appointments are not kept.

1.4 Where tenants are being pursued for payment of outstanding debts all further works, which are not the legal responsibility of the Association, will be suspended wherever possible.

## 2. Landlord's legal obligations

2.1 The Association will complete all repairs as Landlord under the obligations of the tenancy agreement.

## 3. Tenant legal obligations

3.1 The tenant is responsible for all repairs that are not the Association's responsibility, or that result from the tenant's act of negligence.

3.2 If the Association employs a contractor to deal with a repair that is subsequently shown to be covered under the above clause, the Association will recharge the tenant.

3.3 The tenant will be recharged the full amount of the costs, a standard administration charge and VAT.

3.4 Where the tenant is responsible for the repair, the tenant may allow a competent person or contractor to reinstate the property at his or her own cost, providing that the work meets the satisfaction of the Association.

## 4. Rechargeable circumstances

4.1 The tenant will be recharged in the following circumstances.

- where the repair is the tenant's responsibility, or is found to be to tenant's own fixtures and fittings
- the tenant is not in when we attend on an Emergency Call Out
- the tenant declares an emergency when it is not an emergency
- the damage is caused by the tenant, the tenant's household or visitors
- repairs are caused by the negligence of the tenant where the tenant incorrectly use the equipment,
- the tenant misses a prearranged appointment
- removal of any rubbish or abandoned vehicles from the property
- repairs that are undertaken at void times to bring the property up to a lettable standard (excluding fair, wear and tear)

## 5. Exceptions to the rule

5.1 There are circumstances that the Association may waive recharging the tenant.

- where the work is for vulnerable tenants where the tenant is not to be able to cope with the situation and some additional support is required.
- where damage is because of vandalism and the tenant has reported this to the Police and a crime number obtained and the tenant co-operates fully in apprehending and prosecuting the offender.

## 6. Payments

6.1 Payments should be made

- in full wherever possible
- where a tenant experiences difficulty in paying the amount all at once, the Association will use its discretion to obtain payment by instalments over an agreed payment period, subject to a minimum payment.

6.2 Any further rechargeable works will be added to the debt.

## 7. Enforcement of debt

7.1 Where necessary the Association will pass the collection of the debt to a Debt Collection Agency.

7.2 Any additional charges incurred as a result of further action will be added to the debt.

## 8. Policy Review

8.1 The Association will review this policy annually and provide for interim review should governing policy or procedures determine.

8.2 The policy will be subject to approval by the Association's Board or delegated committee.

8.3 This Policy is owned by the Maintenance Manager and was produced for the first time in December 2004.

8.4 The policy was reviewed in May 2007, October 2007, July 2009 and July 2011, October 2014 and will be reviewed again in October 2016.