



The Langstane Group

Rechargeable repairs policy

Leadership team approval date	1 April 2026
Performance committee approval date	4 August 2026
Implementation Date	6 August 2026
Review Date	August 2031
Version	5

Version	Date approved	Changes
V1	Unknown	New Policy
V2	19 October 2020	Updated to current policy format Minor changes to wording and grammar Emphasise requirement for upfront payment
V3	30 August 2023	Minor changes to job titles and department titles
V4	5 August 2025	Clarity on the appeals process (complaints process only for service failures), appeals decision by someone more senior to original decision-maker
V5	TBC	Forced Access for Lost Keys and Safety Compliance Introduction of a £100 recharge threshold Clarification added regarding wear and tear. Minor changes to wording and grammar.

1. Introduction

Langstane Housing Group is a Co-operative and Community Benefit Society, and a registered social landlord with charitable status. The Langstane Group (Langstane) consists of Langstane Housing Group Limited and its wholly owned subsidiaries. Langstane Property Ltd, Langstane Maintenance Ltd and Langstane Development Ltd.

This policy applies to rechargeable repairs in relation to all properties owned and / or managed by Langstane Housing Association and any active subsidiary.

Langstane Housing Association is committed to providing a cost effective, efficient service, whilst meeting all its legal and contractual obligations. This policy sets out the items that existing and former tenants may be charged for, how the items charged for are identified and also how they will be dealt with.

The tenancy agreement (Scottish secure tenancy (SST) and short Scottish secure tenancy (SSST)) states a tenant, those living with a tenant, and their visitors must take reasonable care to prevent damage to the home, decoration, any furniture provided, the fixtures and fittings, the common parts, and the neighbouring properties. The tenancy agreement also states that before moving out of their home tenants should do the following:

- Leave the house in a clean and tidy condition
- Leave the house in good decorative order
- Remove all belongings
- Remove any fixtures and fittings which have been installed without written permission and put right any damage caused
- Do the repairs they are obliged to do
- Apply for compensation for alterations or improvements (where permission was previously approved)
- Allow access to the house at reasonable times before moving out to show new tenants round and to carry out a pre-termination visit.

Where a tenant has caused damage to their home or has carried out alterations or improvements to their home without permission, the Langstane is entitled to ask that the home be restored to its previous condition during, or at the end of, the tenancy. Where tenants do not carry out corrective work, Langstane will carry out the work and is entitled to recharge the tenant.

All tenants are advised at the time of signing their tenancy agreement, they should have adequate household contents insurance in place, including the option of covering accidental damage.

2. Policy statement

This policy sets out which repairs Langstane are responsible for, and which repairs are the responsibility of tenants. It details the recharge process from identification of a rechargeable repair through to invoicing for rechargeable repairs.

3. Objectives

The objectives of the policy are to:

- Promote a responsible attitude by tenants towards their home by ensuring costs are pursued from those who neglect their home or deliberately cause damage
- Ensure rechargeable items are dealt with transparently and efficiently
- Recover the cost of rechargeable items from current and former tenants
- Maximise income through the recovery of debts owed relating to rechargeable repairs.

4. Links to other policies

This policy links to other Langstane corporate plans, policies and procedures including:

- Responsive repairs policy
- Rent management policy
- Former tenant debt recovery policy
- Void management policy and lettable standard
- Allocation policy
- Complaint handling procedure
- Master key procedure

5. Definition of a rechargeable repair?

Rechargeable repairs include:

- Repairs required as a result of deliberate damage, or damage caused by neglect
- Repairs required as a result of unauthorised or unsatisfactory alterations / improvements to the home
- Accidental damage caused by a tenant, a household member, or visitor to the tenant's home
- Charge for a service which has been provided by the Association, at a tenant's request, such as a lock change or replacement keys. Tenants will be asked to pay for such services upfront unless in an emergency situation. Conditions and charges are detailed in the Langstane's master key procedure
- The cost of items agreed with customers as their responsibility in the specified circumstances below
 - The cost of removing unauthorised goods left at the home on tenancy termination
 - The cost of removing and disposing of 'fly tipping' which is traced back to a tenant
 - Damage to furniture provided as part of an inventory or missing items of furniture.

Allowance for the length of tenancy, the frailty / vulnerability of a tenant, the level of damage e.g. minor damage caused by picture hooks, etc. will be seen as normal wear and tear.

6. Identifying rechargeable repairs

A rechargeable repair may be identified in a number of ways, including:

- When a repair is reported by a tenant
- When a repair or servicing is being carried
- Through a repair pre-inspection
- During any routine visit to a home
- Through a pre-termination visit
- Through a void inspection.

Normal wear and tear will not be charged. We will only recharge tenants for damage that has been caused by misuse, neglect, deliberate actions, or avoidable behaviour.

Please refer to the section on 'exemptions to paying for rechargeable items' for details of the circumstances in which a repair will not be rechargeable.

If a tenant disputes a recharge cost, a visit by a property officer can be arranged to examine the rechargeable repair.

Where the tenant fails to carry out repairs they are obliged to do, they will be recharged the cost of the remedial work.

If a rechargeable repair has not been completed at the time of the post inspection visit, or if it does not meet the British Standard or the Association's minimum standard, Langstane will arrange for the work to be corrected and subsequently recharge the tenant for this work.

7. Forced Access for Lost Keys and Safety Compliance

The Association may be required to gain forced access to a property in the following circumstances:

- **Lost Keys:** Where a tenant loses their keys, forced entry may be required. This will be rechargeable, unless used for welfare reasons.
- **Gas Safety Compliance Checks:** If the tenant fails to provide access after reasonable attempts, forced entry will be authorised. Costs will be recharged to the tenant.
- **Electrical Safety (EICR) Compliance Checks:** If the tenant fails to provide access after reasonable attempts, forced entry will be authorised. Costs will be recharged to the tenant.
- **Welfare / Wellbeing Concerns:** Where access is forced due to concerns for the tenant's welfare, no recharge will be made.

8. Deliberate damage or damage as the result of neglect

Tenants are responsible for all damage to their home. For complex cases of deliberate damage, or damage as a result of neglect, a property officer will visit the home, where needed, to determine the extent of the work required.

The tenant is expected to organise repairs which are their responsibility. The Association will inspect any work carried out by the tenant to ensure it complies with current standards. Where the work fails to meet the standards, the Association reserves the right to recharge for any remedial work required.

If a tenant asks the Association to complete repairs on their behalf, the rechargeable amount must be paid in advance of the work being carried out except where:

- The repair is required for health and safety reasons, for example a damaged fire door
- The repair is required to maintain the structural integrity of the home or to make the home wind and watertight
- The damage is detrimental to the appearance of the home or the area / neighbourhood, for example, a boarded up window
- The damage has been caused to a communal or external area.

In these circumstances the Association will carry out the repairs when identified and will recharge the cost of the repair.

9. Unauthorised alterations / improvements to the home

Tenants are asked to apply for permission to make any alterations or improvements to their home. They can also apply for retrospective permission near the end of their tenancy. This will normally be granted providing the work complies with regulatory requirements, has been carried out by a competent tradesperson, and appropriate certificates are provided.

Tenants are required to provide copies of certificates to demonstrate the work complies with regulatory requirements.

Where it is found that an alteration or improvement (whether authorised or unauthorised) is unsafe, or has caused structural damage, remedial work will be ordered to 'make safe' immediately without providing the tenant the opportunity to carry out the work themselves. The tenant will be recharged the cost of the remedial work.

Where an alteration or improvement is found to be unsuitable, the tenant will be given the opportunity to improve it to the required standard or return it to its original condition. If the tenant does not do so, the Association will carry out the remedial work and the tenant recharged the cost of the remedial works.

10. Transfers and mutual exchanges

When a tenant has been selected for an offer, or has applied for a mutual exchange, a home visit will be undertaken.

- a) Transfers - where standards are poor, the tenant will be given time to remedy the situation. This will be at the discretion of the team leader who will take into account the condition of the home, the housing need of the tenant involved, and the status of the void being offered.

Where standards are failed, the offer of transfer will not normally be made to the tenant, and the application overlooked. The housing officer will continue to monitor the condition of the home and the progress of any improvements. Any tenancy sustainment issues will be dealt with at this time.

- b) Mutual exchange – mutual exchange permissions clearly state permission is granted on the proviso the homes involved are accepted 'as is' by all parties. No responsibility is taken by the Association for damage / disrepair to the home either before or after those involved exchange.

A home visit will be undertaken and the tenant advised if it meets the lettable standard. If it does not, the mutual exchange will be refused. The tenant will be advised why the home has failed the lettable standard, and they may carry out the necessary repairs and reapply for a mutual exchange in the future.

11. Rechargeable repairs - end of tenancy

Where a tenant gives notice, they wish to end their tenancy, a pre-termination visit will be carried out. The officer will identify any visible repairs required and discuss possible recharge items. This may not be a definitive list of rechargeable repairs as some changes may be made by the tenant between the pre-termination visit and the termination date, or repairs may be hidden by furniture or belongings.

The tenant will be given the opportunity to rectify any identified repairs before handing back their keys. However, once the keys have been handed back to the Association the tenant will not be allowed back into the home to carry out any outstanding repairs. If there is any question regarding the suitability of an alteration or improvement, the quality of the work will be assessed and the tenant given any necessary advice.

When a home becomes empty, it will be inspected. An officer will take photographs of any rechargeable items, for example where:

- the tenant has not carried out the repairs identified at the pre-termination visit
- the tenant did not carry out the required repairs satisfactorily
- damage has occurred, or repair work has been identified following the pre-termination inspection (this may be due to a lack of visibility at the pre-termination visit due to furniture / tenant belongings)
- the tenant left the home without giving notice
- the tenant did not allow a pre-termination visit to take place
- the tenant did not adhere to the list of items to be left, agreed in advance.

If a tenant has installed an electric shower without permission, the shower will be checked to ensure it meets the required standards. If it meets the required standards the Association will take on responsibility for its future maintenance and the tenant will not be recharged. If the shower does not meet the required standards, it will be removed and the tenant recharged.

If the tenant had permission to install a shower it will be left, provided that it continues to meet the required standards. If it no longer meets the required standards, it will be removed but the tenant will not be recharged.

The tenant will be charged for the cost of removing any unauthorised items they have left at the home. Authorisation can be given for some items to be left. An agreement on what items can be left will be signed by the tenant before the tenancy ends or noted on the housing management system once authorised by a team leader.

If electric or gas appliances such as built in ovens and hobs, etc. have been fitted by the tenant and have been left, they will be checked to ensure they meet the required standards. If they do not meet the required standards, they will be removed and the tenant recharged. If the tenant removes electrical items and leaves wires in an unsafe manner, the tenant will be recharged for making this safe.

The tenant will be charged for the removal of all non-compliant lighting installed by them as these fail to meet electrical standards.

Invoices are raised for recharges and issued to current or former tenants to enable them to make arrangements for payment. Failure to repay any outstanding monies will result in recovery action, in line with the former tenant debt recovery policy or rent management policy.

Where the tenancy is being terminated due to the occupant entering a nursing home or because of death, the person responsible for terminating the tenancy is expected to arrange for the home to be emptied. Where the Association has to dispose of items following the death or incapacity of a tenant, a recharge will be raised and in the event of death, charged to the person's estate.

12. Damaged or missing items - furniture inventory

If items are damaged or missing from a furniture pack provided by Langstane, the tenant or former tenant will be contacted (if possible) and given the option to replace or repair damaged items or return any missing items. If this happens no action will be taken unless items returned / replaced / repaired are damaged.

If the items are not returned or they are damaged, a recharge will be considered. When considering raising a recharge, the value of the missing items, and the length of tenancy, will be taken into account as damage caused by fair wear and tear and small losses are not subject to recharge.

13. Calculating the cost of rechargeable repairs

Once it has been established a repair is the responsibility of the tenant and is rechargeable, the tenant will be advised of the estimated cost of the rechargeable repair. The cost of rechargeable repairs is based on current repair costs.

If the repair does not fall into the “emergency repair” category, the tenant will have the opportunity of completing the repair themselves prior to termination of their tenancy and on occasion an extension of time may be granted. These extensions will be determined on the specifics of the work. It will be explained to the tenant that on completion, the repair must meet any relevant British Standard and the Association’s minimum standard.

14. Payments for rechargeable items

An invoice will be raised for the recharge and sent to the tenant or former tenant. Tenants will be offered the full range of payment methods. Where the invoice is not paid, recovery action will take place to collect the money owed, in line with the former tenant debt recovery policy or rent management policy.

15. Enforcement action

Where a tenant has caused serious damage to their home / communal area / garden and / or has caused damage to their home on repeated occasions, enforcement action may be taken for breach of tenancy. This is in addition to charging the tenant for the cost of the repair.

Where a tenant has caused intentional criminal damage to their home, enforcement action may be taken for breach of tenancy, including in some instances serving Notice to seek possession of the home. This is in addition to charging the tenant for the cost of the repair.

16. Exemptions to paying for rechargeable items

No recharge will be made in the following circumstances:

- The damage is a result of a malicious act by a third party and a crime number has been provided to the Association within 7 calendar days (an incident number will not be sufficient).
- The damage is caused as a result of domestic violence, harassment or hate crime and this has been reported to the housing team. In these circumstances, the Association does not require a crime number from the police.
- Where the tenants are victims of damage caused by anti-social behaviour and this is being investigated by the Association.
- Where entry is forced due to concerns about the wellbeing of the tenant.
- No recharge will be made for any damage valued at £100 or less unless the damage was caused deliberately or through vandalism.

Discretion will be used where the tenant is elderly or infirm and has no capacity to perform a repair or pay for one. This is at the discretion of the director of property.

17. Appeals and complaints

If a tenant is not happy that a repair has been categorised as rechargeable or they are not happy about the amount they have been charged, an appeal can be made against the decision. Appeal decisions will be made by someone senior to the original decision maker.

Recharge appeals will be dealt with within 20 working days of the appeal being received. An appeal decision is final.

If a customer is not happy with the way in which their appeal was handled, as opposed to the outcome, this will be dealt with through the complaints handling procedure.

18. Responsibilities

a) Tenants are responsible for:

- Carrying out repairs which are their responsibility, in line with their tenancy agreement and the responsive repairs policy
- Obtaining permission before carrying out alterations or additions to their home
- Repairing any damage they cause or meeting the costs if the Association carries out the work on their behalf
- Ensuring prompt payment for rechargeable items, or pre-payment where the Association agrees to complete work which is the tenant's responsibility.

b) The housing team is responsible for:

- Identifying rechargeable repairs at pre-termination visits
- Agreeing and documenting with tenant what items can be left in the home on termination
- Identifying tenants who may be exempt from paying for rechargeable items
- Advising any prospective tenant of their obligation to repay any recharge prior to any new offer of accommodation being made – substantial unpaid recharges will result in the refusal of a mutual exchange or transfer application (see the allocation policy for details)
- Ensuring outstanding invoices due from current tenants are pursued in line with the former tenant debt recovery policy and rent management policy
- Implementing effective procedures to maximise collection of the income owed to the company from former tenants.

c) The property team is responsible for:

- Identifying rechargeable repairs when they are reported into the Association
- Identifying additional rechargeable repairs during void inspections
- Raising a work order with the appropriate recharge code to allow identification of the invoice to be raised
- Identifying tenants who may be exempt from paying for rechargeable items
- Dealing with complaints or appeals in relation to rechargeable repairs.

d) The finance team is responsible for:

- Creating an account to allow the invoicing of rechargeable items
- Raising and issuing an invoice to the current or former tenant for the recharge.

e) All employees are responsible for:

- Taking note of neglect, damage, or unauthorised alterations to properties which they identify during home visits and reporting them to the appropriate team (housing for tenancy neglect or property for repairs and alterations issues).
The appropriate team will contact the tenant and advise them of what is needed to bring the home up to standard, giving a timescale for the work to be carried out. If the work is not carried out within the given timescale the Association will determine whether it is necessary to carry out the work and, if so, will arrange the work and recharge the cost to the tenant.

Where the identified work is considered an emergency (see Section 7) the work will be carried out by the Association immediately and the tenant recharged.

19. Monitoring and review

The activity relating to recharging for repairs work is regularly monitored and reports are used in order to monitor day-to-day efficiencies as well as to fulfil wider reporting obligations.

There are large volumes of customer enquiries which relate to recharges for repairs work. Comprehensive records and clear procedures ensure there is transparency in the way the rechargeable repairs work is carried out by the team.

The property team will regularly report on:

- The number of rechargeable repairs items raised and their type
- The number of enquiries received by tenants about recharges and any lessons learned which can improve the service.

Information about rechargeable repairs activity will be available to tenants in order to ensure that awareness of the policy is maintained.

The property team will ensure information explaining how and why recharges are made is available to tenants in the handbook, information leaflets, via the newsletter, and on the website / social media. Information relating to this policy is made available in other languages or formats upon request.

Reports on rechargeable repairs will be made on a monthly basis to the director of property.

Right to appeal

You have a right of appeal that will be determined by someone other than the employee who determined your rechargeable repair. The decision made on your appeal is final.

Right to complain

In the event you are not satisfied with the way your appeal was handled, as opposed to the outcome reached, please contact the Association for a copy of the complaints policy. This can also be viewed on Langstane Housing Association's website – www.langstane-ha.co.uk.

Equality and diversity

The Langstane Group / Langstane Housing Association is committed to promoting equality and diversity across all areas of work. Discrimination or harassment of any kind is not tolerated.

If you would like this document sent to you in large print, please contact Langstane's customer service team on 01224 423000.