

M&G Affordable Living RP Limited (“MAL”)

Rechargeable Repairs Policy

Landlord: MAL Affordable Living RP Limited “MAL”

Version: MAL 1.0

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Authors: Director Asset Management

1. Our policy statement.

- 1.1 MAL is committed to ensuring that its properties are appropriately repaired and maintained in a way which is timely and efficient while still maintaining value for money. Where repairs cannot be attributed to reasonable wear and tear, they will be treated as rechargeable.

This policy ensures fairness and transparency in handling rechargeable costs. By adhering to this policy, we and our managing agents aim to maintain the quality of homes while protecting the rights and responsibilities of both residents and the organisation.

2. Objectives

This policy aims to achieve the following objectives:

- To provide residents with clear guidance on the circumstances in which a repair will be recharged
- To outline the basis for calculating the recharge, and the process of recharging
- To inform residents of the action which will be taken if payment is not made

MAL will operate its Rechargeable Repairs Policy in compliance with the Housing Regulator’s Standards as set out in “The Regulatory Framework for Social Housing in England from April 2012” as updated in 2015 and 2018 and associated guidance documents.

3. Definition of a rechargeable repair

Within this policy, a rechargeable repair is defined as a repair or clearance work which is necessary because of one of the following:

- Damage caused by a resident or former resident, either through wilful action or neglect
- Damage caused by actions of the residents’ family, invited guests or contractors employed by the resident
- An item becoming defective due to anything other than reasonable wear and tear
- Damage to the property or neighbouring properties caused by alterations carried out by a resident (regardless of whether these alterations were done with MAL’s approval)
- Property or garden clearance work either during or at the end point of the tenancy (including clearing of items left in any communal areas)

Other circumstances in which MAL will recharge include:

- Abuse of the emergency call-out service (e.g. a repair is reported as an emergency but is not genuinely an emergency)
- Repairs carried out by MAL where the repair would normally be considered the responsibility of the resident such as pest control, pipework blockages, lock and key replacements, or appliance repairs
- Any court costs incurred by MAL due to the resident breaching the terms of their tenancy agreement

This list is not exhaustive, and each case will be considered individually.

As part of the decision-making process, we / our managing agents will also review the residents repair recharge history; residents who are regularly damaging their property risk breaching their tenancy agreement and will be referred for potential tenancy enforcement action to be taken.

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Before a recharge invoice is raised, the circumstances of the person to be recharged will be considered, taking into account protected characteristics under the Equality Act 2010 as well as the resident’s vulnerability, and whether proceeding with the charge is appropriate and in MAL’S best interests (e.g. damages resulting from an incident of domestic violence).

If the repair required is of a health and safety matter, at no point will the completion of a repair be delayed based on a decision whether to recharge.

4. Payment of Rechargeable Repairs

A qualified inspector or maintenance professional will access the property damage. A detailed report will be provided to the resident, outlining the damages and the associated costs. A 5% administration fee will be applied to all works arranged on the resident’s behalf.

Residents will be promptly notified in writing of any rechargeable costs. This notification will include the description of charges, the total amount due, and instructions on how to dispute or pay the charges.

Payment for repairs would normally be expected to be paid in full before any works are undertaken, with an invoice raised retrospectively and a copy sent to the resident as receipt of payment.

If full payment prior to the repair is not possible, arrangements should be made for an agreed lump sum to be paid initially to acknowledge the debt, with an invoice for the remainder issued to the resident for payment within 28 days.

Any correspondence with residents within which payment arrangements are agreed (e.g. emails, telephone calls) will be recorded and kept as proof of the resident's agreement to the payment arrangements.

Failure to pay the full cost of recharged repairs within agreed timeframes may put the individual’s tenancy at risk.

Residents can pay rechargeable costs through various methods, such as:

- Allpay payment card
- Debit or credit card
- Bank transfer

5. Appeal

If a resident disagrees with the rechargeable costs, they have the right to dispute it. The dispute will be handled in line with our Complaint Policy and Procedure.

6. Key Legislation (but not limited to)

- Housing Act 1985,
- Common Hold and Leasehold Reform Act 2002
- Housing Act 2004.
- The Regulatory Framework for Social Housing in England from April 2012

7. Policy review.

We will review this policy at least every two years to make sure it remains relevant and accurate, or more frequently where:

- Legislation, regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
- We identify any problems or failures in this policy or procedure as a result of customer, colleague or stakeholder feedback, complaints, or findings from an independent organisation.
- We become aware of any circumstances which may affect the content of this policy.

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8. Version Control

Version	Checked by	Amendments	Date of Approval	Review date
V1.0	Director Fund Management	Policy adoption.	Feb. 2026	Feb. 2028