



VHA Policy Document

Property Damaged By Tenants

Reviewed: October 2022

Next Review Due: October 2026

VECTIS HOUSING ASSOCIATION LIMITED

POLICY ON PROPERTY DAMAGED BY TENANTS

1. Introduction

All tenancy agreements operated by VHA require tenants to keep the interior and exterior of their properties in good decorative order. Those who allow their property to fall into disrepair through neglect or abuse (internally or externally) are in breach of their tenancy agreements.

2. Background

Officers and Board Members have become increasingly concerned that some tenants are disregarding their obligations in this respect. A policy to address these issues is now necessary, to protect the interests of the overwhelming majority of tenants who take all reasonable steps to abide by the conditions of their agreements.

3. The Policy

- 3.1 Damaged property will be identified either by the tenant requesting a repair, or by procedural property inspections.
- 3.2 If the damage requires immediate attention, we will instruct contractors in accordance with the Repairs procedure, without prejudice to any further action against the tenant relating to responsibility and considered appropriate in the circumstances.
- 3.3 If the Property Services Manager considers the nature of the damage to have been caused by the tenant's neglect, or abuse, the tenant will be notified, and offered an opportunity to explain the circumstances. If the Property Services Manager is not satisfied with such explanation an invoice will be raised to the tenant for the full cost of the repair, plus 15% administration fee, subject to section 3.4 below.
- 3.4 If the tenant agrees to carry out the repair through their own arrangements, it must be undertaken within the timescale as agreed with the Property Services Manager, and must be completed to a standard satisfactory to VHA's maintenance department. Work of an electrical/gas/plumbing nature must be undertaken by qualified technicians, copies of paid invoices must be sent to the Property Services Team, as proof of completion, these should be on headed paper, with relevant governing body registration details.
- 3.5 In the event of dispute over responsibility, we may carry out the repair without prejudice to any further action against the tenant, and invoice the tenant in accordance with section 3.3 above. This section is subject to the terms of the VHA's formal complaints procedure.

4. Arrangements for Payment

- 4.1 The tenant should settle the account in full within thirty days.
- 4.2 In certain cases, agreement may be reached with the Housing Services Manager to make payment by regular instalments or repayments frozen if payments are in place for rent arrears. A minimum of £10 must be paid per calendar month, until the debt is cleared.
- 4.3 Failure to meet such commitments will automatically lead to the debt being referred to a debt collection agency if the outstanding debt is greater than £200.
- 4.4 In addition, it may lead to an application for County Court Judgement, if the outstanding debt is greater than £500.
- 4.5 If the matter proceeds to Court, the Property Services Manager will attend the hearing on VHA's behalf.
- 4.5 If a Judgement is awarded against the tenant, and that judgement is breached we may, on the approval of the Operations Director or Chief Executive, make application for an Attachment of Earnings against the tenant, or alternatively, apply for the Bailiff to attend the property for the purposes of sequestrating goods, to the value of the outstanding debt.

5. Scope of the Policy

- 5.1 For the avoidance of doubt, this Policy shall apply equally to existing tenants and those who subsequently leave the property.
- 5.2 Small repairs may not be charged for, at the discretion of Property Services Manager, but repeated breaches will give rise to the foregoing procedures being implemented.
- 5.3 This Policy shall also include action against tenants who fail to keep agreed appointments with contractors for the purposes of routine repairs, without reasonable explanation, and where the Association is charged by those contractors for 'abortive' visits.