



Trust



Kindness



Hope

“Together, we will end poverty”

CLWYDALYN POLICY

Chargeable Costs Policy

**IMS/CAS-POL-03
Version 2**

This document can be made available in other formats. To request an alternative format please contact document control hsqe@clwydalyn.co.uk



ClwydAlyn

ClwydAlyn Housing Limited
72 Ffordd William Morgan,
Parc Busnes Llanelwy, Llanelwy,
Sir Ddinbych, LL17 0JD

ClwydAlyn Housing Limited
72 Ffordd William Morgan,
St Asaph Business Park, St Asaph,
Denbighshire, LL17 0JD



About ClwydAlyn

Our mission is to beat poverty and we strive to support our residents into work, training and volunteering.

How we do things



Trust



Kindness



Hope

Contact us



Customer Services

Monday to Friday 08:00 to 17:00 Freephone from a landline 0800 183 5757 or 01745 536800

Out of hours
emergency repairs

0300 1233091 or text 07786 202533
(please remember to include your name, address and telephone number in your message).



E-mail

help@clwydalyn.co.uk



Postal address

72 Ffordd William Morgan
St Asaph Business Park
St Asaph
Denbighshire LL17 0JD

#InfluenceUs

Do you want the chance to feedback on what is important to you as a ClwydAlyn resident? Do you want to help shape and improve the service we provide to you? Do you have anything from a few minutes to a few hours to spare each month? If the answer is Yes, then this is your chance to become an Influencer at ClwydAlyn, please follow the link <https://bit.ly/3oYTY3d> or contact communicationsteam@clwydalyn.co.uk

Equality, Diversity, and Inclusion

Every care has been taken to make this document inclusive. If you have any suggestions or would like this document in an alternative format, please contact document control on hsqe@clwydalyn.co.uk

Document Information/Document Control

This document is an agreed statement which contains the set of principles acting as guidelines for achieving the goals of ClwydAlyn. This document cannot be changed unless authorised to do so.

The master copy is held by the Document Controller, the PDF version is held in ClwydAlyn's SharePoint.

For further information please contact document control hsqe@clwydalyn.co.uk

Issue Number and Revision History

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V1	Changes and revision approved at Resident Committee 3 rd September 2025	J Griffiths	13/11/2025
V2	Minor update new Rent Arrears and Income Recovery Policy (CAS-POL-09)	J. Griffiths	21/09/2026

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1 Introduction

ClwydAlyn is committed to providing a high quality, efficient, cost effective and customer focused maintenance service that meet it's legal and contractual obligations as a Registered Social Landlord.

This chargeable cost policy sets out our approach to the raising and recovery of costs associated with chargeable maintenance work. This policy covers circumstances, services, and work considered chargeable to current and former residents.

This policy will apply to all ClwydAlyn's housing rented stock and include Assured, Shorthold and Starter Tenancies.

2 Policy Statement

2.1 Purpose of this policy

The purpose of this policy is to:-

-  Promote a positive and informed culture in which all residents are supported and encouraged to maintain their homes to a standard of good repair.
-  That ClwydAlyn provides a maintenance repair service that is efficient, flexible in its delivery to meet our residents' requirements, and provides best value for money.
-  We will endeavour to prevent chargeable costs from arising. When these do arise, we will carefully consider the circumstances of each case and understand the reason for a repair that is deemed to be the responsibility of our resident.

3 Aims/Objectives

3.1 Aims

The aim of this policy is to ensure that our approach to chargeable costs will take account of our values, trust, hope and kindness. We will always ensure that if a charge must be passed on, this will be explained fully, and our resident will be given an opportunity to provide an explanation of any mitigating circumstances.

We will ensure that any costs are reasonable, proportionate and will not cause any risk of hardship. All repayment costs will be kept to a minimum

and any repayment agreements will only be put in place following an assessment of the current or former residents' ability to pay.

3.2 Objectives

The specific objectives of the chargeable cost policy and corresponding procedures are:

-  To give clear guidance to the circumstances which may give rise to a chargeable cost. Each case will be considered individually.
-  To give clear guidance to the circumstances where discretion can be exercised. A chargeable cost will only be raised as a very last resort.
-  To outline the process of recharging for repairs.
-  To outline the basis for calculating a chargeable cost.
-  To monitor the performance of chargeable cost recovery to seek continuous improvement.
-  To adopt a lesson learned approach to ensure that we understand the reasons for chargeable costs arising.
-  To have an approach of prevention and alternative solutions to raising a chargeable cost.
-  To ensure that we always take account of reasonability, proportionality and fair wear and tear when raising a chargeable cost.
-  To apply the policy in accordance with our values of trust, hope and kindness.

4 Scope

4.1 What is a Chargeable Cost?

For the purpose of this policy, chargeable costs are repairs that are caused by damage to fixtures and fittings internally or externally by a resident, a member of the resident's household or any visitor to the resident's property that cannot be attributed to normal wear and tear through the duration of their tenancy.

4.2 To whom does the policy apply?

This policy applies to. General needs and Sheltered properties, Extra Care, Intermediate Rentals and Affordable Home ownership in relation to

performing a responsive repair service to current residents, and where residents have vacated the property resulting in the void process.

5 Related Strategies and Policies

This policy links to:-

-  Our company values and our mission to eradicate poverty and prevention of homelessness.
-  Contracts of Occupation
-  [Rent Arrears and Income Recovery Policy \(CAS-POL-09\)](#)
-  [Health & Safety Policy \(HS-POL-01\)](#)
-  [Void Standard Policy \(AM-POL-06\)](#)

6 Prevention

The aim of this policy is to minimise the amount of chargeable cost work that ClwydAlyn carries out and to avoid unnecessary costs being recharged to residents. We aim to do this by:

-  Providing residents with information and advice on repair and maintenance responsibilities. Our emphasis will always be on tenancy sustainability and how we can support each resident throughout the life of their tenancy.
-  Promoting a positive, sensitive, and supportive approach to help residents understand their responsibilities and to negate the need for chargeable costs to arise.
-  Providing information on resident repair and maintenance responsibilities throughout the tenancy, and prior to a termination of tenancy or a managed transfer/mutual exchange taking place.
-  To ensure that our Officers are visible and accessible to our residents. Our Officers will be available to respond to any queries that relate to chargeable work. They will visit and support our residents and where necessary identify alternative solutions to a chargeable cost being raised.
-  To ensure a joint Housing and Asset Management approach that is aligned to our values. This approach will include early intervention and support when a concern is identified in relation to the condition and repair of any given residents' home.

7 Delivery – Roles and Responsibilities

7.1 ClwydAlyn Responsibilities

ClwydAlyn Housing has the following responsibilities:

-  To maintain the structural integrity of all properties. This includes the exterior of properties and communal areas.
-  To maintain all installations within the home which are provided by the Group such as the supply of water, electricity, and gas.
-  Carry out all repairs within the requirements of current legislation and those defined in the Tenancy Agreement (All assured Tenants both Shorthold and Non- Shorthold).
-  To endeavour to carry out repairs within stated timescales to a high standard.

7.2 Resident's Responsibilities

-  Residents have responsibility for the property which they occupy together with using all the fixtures and fittings in the correct manner.
-  They are responsible for ensuring that ClwydAlyn is informed of all defects to the property and are given reasonable access to carry out essential maintenance as laid out in the tenancy agreement (All assured Tenants both Shorthold and Non-Shorthold).
-  We will encourage our residents to work closely with Officers to identify repairs at the earliest time and to discuss any issues that they require support and assistance with.

8 Chargeable Cost Categories

ClwydAlyn may pursue chargeable costs in the following circumstances but not solely limited to:

8.1 Neglect

Failure to take reasonable steps to look after the property, examples may include:

-  Provision of adequate heating and ventilation
-  Garden and exterior maintenance

8.2 Deliberate Damage

Where damage has occurred because of deliberate abuse or wilful negligence by the tenant, their family or visitors, the necessary repair work may be chargeable, examples may include:

-  Removal of fixtures or fittings such as internal doors or kitchen units.
-  Damage to fixtures and fittings that cannot be deemed as accidental.

8.3 Unauthorised or Substandard Repairs

Correcting unauthorised or substandard repairs/improvements undertaken by the tenant - under section 97 of the Housing Act 1985 (as amended) tenants must seek the Landlord's Consent before undertaking any alterations to the property.

8.4 Failure to Maintain a supply of Fuel

Works arising from the failure to maintain a supply of fuel to the property following a formal written notification.

8.5 Health and Safety of Residents/Others

Where a chargeable cost is directly affecting the health and safety of Residents or others, ClwydAlyn will take immediate steps to make the property safe and to charge those costs accordingly. An example of this may be where a resident has undertaken own electrical work that does not comply with safety standards.

8.6 Failure to keep agreed appointments

Where residents fail to keep an agreed appointment, or the costs associated with trying to gain access to the property to discharge its legal and regulatory responsibilities such as for gas servicing or electrical testing deemed to be risk critical situation.

8.7 Current Standards

ClwydAlyn will inspect any authorised improvement work carried out by the resident to ensure it complies with our current standards. Where it

fails to meet current guidelines, we reserve the right to charge for any remedial work required.

8.8 Void Properties

Our Housing and Early Intervention Officers will work with all leaving residents during their notice period to identify any repairs that may be deemed to be their responsibility to rectify. We will take account of fair wear and tear, period of occupancy, and support our residents to identify a suitable solution to prevent a chargeable cost being raised.

8.9 Mutual Exchange & Managed Transfer

Mutual Exchange & Managed transfer of tenancy - the exchanging resident should be given the opportunity to rectify any identified repairs before exchanging tenancy. We may decline permission for a mutual exchange to take place if it is identified that chargeable costs will arise. We will only do so to prevent any financial hardship occurring.

If permission is declined for any reason, we will provide the exchanging resident with an action support plan to address any repairs that are required to enable the exchange to proceed at an agreed later time.

8.10 Accidental Damage

Where accidental damage has occurred to fixtures and fittings, we will take in to account the damage caused versus the lifespan of the component. We will discuss a solution with a view to mitigating a chargeable cost.

8.11 Police Lawful Raid

Damage Caused by the Police following a lawful raid at the Property. – where an arrest is made the cost of making good any damage (e.g. repair or replacement of external doors) may be subject to a charge.

We will in all instances discuss this with the resident before a decision is taken to raise a chargeable cost. We may consider a restorative approach and allow the resident to rectify the repair to mitigate a chargeable cost. We will consider each case on an individual basis and the circumstances presenting.

Where no arrest is made, we will pursue the Local Police for reimbursement of costs.

8.12 Out of Hours Service

Misuse of the Out of Hours Service – where residents misuse the Out of Hours Service, we would want to discuss and understand the reason for the misuse of service before a charge is applied.

8.13 Former Residents

In the case of former residents, we will take account of their individual circumstances and ensure that any charges, agreed repayment arrangements are affordable and will not cause undue hardship.

We will endeavour to prevent a chargeable cost situation arising for former or leaving residents through end of tenancy inspections and conversations about how to address any works required.

9 Vulnerable Tenants

An assessment of individual circumstances will be made when considering the priority of repair. We will avoid the need to counter charge any current or former resident where a confirmed vulnerability or support requirement exists.

Our focus will be to provide support to address any matters that have caused the chargeable cost to arise. This may require our Officers to liaise with other professional support or health agencies.

The definition of vulnerability that the Group will use in relation to this policy includes people who because of learning or physical disability, older age or physical or mental illness are or may be unable to take care of themselves or unable to protect themselves from harm or exploitation by others.

10 Calculation of Chargeable Costs

When an unavoidable chargeable cost situation arises, the work will be charged based on the current schedule of rates working document as applied by our in-house maintenance contractor. We will not apply an administration fee for any chargeable cost invoices that are raised.

The decision to apply a chargeable cost will be undertaken following a case review by the respective Housing Team Leader or Housing Services Manager. The decision will be based on photographic evidence of works and a detailed explanation having been provided by the Asset Management Team.

The Housing Services Debt Assistant will have responsibility for processing the chargeable cost invoice based on the determination of the Housing Services Team Leader or Housing Services Manager

11 Repayment Arrangements

We will ensure that in an unavoidable situation and a chargeable cost invoice is raised, that the repayment plan is affordable, sustainable and will not cause hardship. We will, if necessary, involve our Welfare Benefits Officers to provide an income and expenditure assessment and welfare benefits entitlement assessment.

Discretionary discount can be considered by the Officers when undertaking to exercise this policy.

Discounts will be based upon the following formula:

Value of chargeable cost debt + value of any outstanding debt = value.

Value greater than £2,000 will have:

-  50% discount for full payment.
-  25% discount for payment plan no greater than 12 months duration.
-  10% discretionary discount for all other agreements and payments.

12 Disputes

All complaints in relation to the raising and pursuance of Chargeable costs will be referred to the respective Housing Services Team leader for review.

Where a resident believes that they have been unreasonably charged for a repair on their property, full details will be taken, and review will be undertaken of the process. A written response to the dispute will be provided within a period of 7 working days.

If a resident is not satisfied that the issue has been resolved, they will be asked to follow the steps set out ClwydAlyn's Complaints Procedure.

13 Write – Offs

Where a debt is not viable to pursue this will be written off in a timely process throughout the financial year. An overview of write off's and values will be shared with Executive Teams annually.

14 Stakeholder Involvement

The Residents Committee have been consulted and updated on this policy. Staff in Asset Management, Resident Services (Housing Team) and have been involved in the consultation and development of this policy. Residents have also been consulted through our Influence Us programme via a survey and a focus group.

15 Implementation, Ownership, Monitoring and Review

15.1 Implementation

ClwydAlyn will maintain a computerised accounting system which identifies and records details of payments relating to chargeable costs.

-  At tenancy sign up Residents will be advised of their responsibilities relating to the conditions of tenancy.
-  We will ensure that residents are communicated to clearly and effectively and made aware at the earliest possible time of a chargeable cost having been initiated. We will not progress a chargeable cost process until we have discussed and understood the reason for the situation arising.
-  We will actively promote direct debit as the preferred method of payment for a chargeable cost.
-  We will ensure that all chargeable cost repayment agreements are reasonable, affordable, and able to be maintained.
-  We will treat all joint tenancies as jointly and severally liable for payment of chargeable costs.
-  The Chargeable Cost policy will be produced and made freely available on the Groups website , Residents Portal or in hard copy upon request.

15.2 Ownership

The responsibility for the effective implementation of this policy lies with the Executive Director of Resident Services.

15.3 Monitoring and Review

Detailed performance information will be produced quarterly and will be reported to the Executive Leadership Team as well as produced for the

reported to the Board of Management, Residents Committee and Officers will include as follows:

-  Number of chargeable cost repairs carried out (split between different categories eg voids, responsive repairs etc).
-  Types of chargeable costs, themes etc.
-  Cost of chargeable repairs.
-  Income received from chargeable costs/recovery rate.
-  Number of disputes arising from chargeable costs.

16 Equality, Diversity and Legislation

An Equality impact assessment has been carried out for this policy.

We will deal sensitively with residents who may be liable for payment of a chargeable cost because of matters related to their support needs, such as ill health, learning difficulties or other personal circumstances.

We will ensure that chargeable cost payment options are accessible and convenient for people with support needs.

We will provide information to tenants in Welsh and English, and we will use an Interpreter or interpretation service if the tenant requires this. We will also utilise British Sign Language interpreters and send documents in large print where required.

17 Review

This policy will be reviewed at least every three years. The next review is due January 2028.