

Tenant damage to property Policy

Policy Statement

Tenants are informed of their repair responsibilities when they sign the Tenancy Agreement. These responsibilities are also outlined in the Tenants Handbook.

Repair requests which are the responsibility of Bron Afon will be undertaken at no cost to the tenant, unless they are the result of wilful damage, neglect, misuse or abuse by the tenant, their family, other household members, visitors and pets.

Tenants Repair Responsibility

Repairs and replacements not caused by normal wear and tear are the responsibility of the tenant. The tenant can either do the work themselves or arrange to pay for a contractor to do it for them. In some cases, these repairs and replacements can be carried out by us but will be charged to the tenant of the property.

Wilful damage, neglect, misuse and abuse

Bron Afon is not responsible for any repair or replacement needed as a result of wilful damage, neglect, misuse and abuse by the tenant (their family, other household members, visitors or pets). The following is a list of repairs which would attract a charge to the current or last tenant of the property, where the damage has been caused by:

- Wilful damage e.g. replace smashed door, lock changes for persistent abusers.
- Neglect e.g. clear blocked sink, drain or bath.
- Misuse e.g. replace toilet.
- Abuse e.g. replaces smashed glass.

Note: Accidental breakage of glass will not be classed as a rechargeable repair. Tenants may be able to claim for accidental damage through their own household contents insurance.

Ending the tenancy

When a tenant gives notice to terminate their tenancy, is looking to transfer to another of our properties, or carry out a mutual exchange, we will make arrangements to inspect their home to identify any aspects of tenant damage, which is the responsibility of the tenant.

The tenant will be provided with written details of the disrepair and will have the opportunity to rectify any repairs for which they are responsible prior to:

- Moving out of the property at the end of the NTQ (notice to quit) period.
- Bron Afon giving permission to tenants to transfer or mutual exchange.

If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, the tenant will be charged for the cost of the works incurred.

Discretionary Circumstances

Each case will be assessed and discretion may be exercised depending on the individual circumstances. In considering when discretion should be exercised and the charge waived in part or in full, the following will be taken into account:

- Age.
- Health.
- Disability.

If damage is caused to the home for which the tenant is not responsible, for example, a break-in, provided it has been reported to us and the Police as soon as it is discovered (and a crime number has been obtained), a charge will not be made.

If someone caused the damage in the course of a violent incident, towards the tenant or a member of the tenant's family and the incident has been reported to us and the Police as soon as possible (and a crime reference number has been obtained where appropriate), a charge will not be made.

If a crime number is not provided, we will hold the tenant responsible for the cost of making good any damage.

Recharge payments

We will raise an invoice for payment as soon as possible after the repair is completed.

We recognise that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this and details of the individual tenant's financial situation in mind, we will agree with the tenant a reasonable and affordable payment of the debt by instalment.

In the event that a tenant fails to settle an invoice or defaults on any agreed instalment arrangement, recovery will be sought in accordance with the Debt Policy.