



Cloch Housing Association

Rechargeable Repairs Policy

Policy Name	Rechargeable Repairs
Policy Category	PS
Policy Number	024
Date Adopted	01/02/15
Last Review	May 2021
This Review	May 2024
Next Review	May 2027
Equalities Impact Assessment Required	Yes
Link to other policies	Void Management, Reactive Repairs, Rent Arrears, Legal Action & Eviction, Complaints.
Consultation	Internal and External
Need for Procedure	Yes

1.0 AIMS & OBJECTIVES

- 1.1 The Rechargeable Repairs Policy aims to ensure that Cloch Housing Association has an accountable process to identify, record and put in place procedures to recover costs.
- 1.2 This policy describes the activities and responsibilities involved in carrying out repairs in circumstances where the repair is the responsibility of the tenant or owner.
- 1.3 The specific objectives of the Rechargeable Repair Policy are:
 - To give clear guidance on the circumstances where repair costs will be recharged;
 - To give clear guidance on the circumstances where discretion will be exercised;
 - To outline the process of recharging for repairs;
 - To outline the basis for calculating the recharge;
 - To inform tenants of payment arrangements;
 - To inform tenants of the action the Association may take if payment is not made; and
 - To monitor the performance in the recording of rechargeable repairs to seek continuous improvement.

2.0 DEFINITION OF A RECHARGEABLE REPAIR

- 2.1 We expect our tenants to conduct their tenancies in a reasonable manner and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally. If a tenant has damaged their property or failed to take care of it, we may charge for the costs of repair.

The responsibilities of both landlord and tenant are broadly set out in the Scottish Secure Tenancy Agreement. The detail of repair responsibilities is reviewed with tenants from time to time to reflect changes in the housing stock or environment over time. All repair responsibilities and information is available in the tenant's handbook which can be found on our website.

2.2 A rechargeable repair occurs when there is a need to carry out a repair and it is reasonable for the Association to conclude that the repair was the tenant's responsibility and is necessary due to their direct or indirect actions. These works include but are not limited to the following items:

- Vandalism, neglect, misuse or abuse to the property, communal and external areas attributable to tenants, former tenants, owners or visitors to the property, where no action by the Association could result in damage to the property and / or neighbouring homes (e.g. health and safety or environmental reasons).
- Wilful damage (where this is due to vandalism, it must be reported to the Police).
- Damage caused to the property by the Police following a lawful raid at a property which results in an arrest
- Costs for repairs deemed to be the responsibility of the tenant to complete, or for the removal of goods or belongings from a void property previously agreed with the tenant to be undertaken prior to moving out.
- Repairs carried out to an abandoned property or where a tenant has been evicted and where the out-going tenant can be pursued.
- Repairs required due to unauthorised or unsatisfactory alterations carried out by the tenant.
- Damage caused to the property by the Police following a lawful raid at a property which results in an arrest.
- Removal of items from communal areas which can be connected to a particular tenant or owner.
- Forced entry is required due to lost keys.
- Costs attributable to gaining access for gas servicing and / or uncapping gas meters after reasonable opportunity has been given to the tenant to allow access.

3.0 EXEMPTIONS

3.1 No charge will be levied in the following circumstances:

- Where the total cost for the repair (including more than 1 works order), as confirmed by the Schedule of Rates is less than £50 (including VAT) **AND** also is not due to wilful damage.
- Where emergency services have had reason to force access to ensure the safety of a resident within their home. The exception would be where Police have forced entry (as per 2.1).

- As a result of an incident where the tenant can provide a crime reference number which relates to the damage and the tenant or a member of their household or visitor is deemed not to be responsible for the incident occurring.
- Where damage to a home is a result of a medical condition, Cloch will engage with the household to explore other methods of support.
- Any other exceptional reason as approved by the Director of Property and Assets or Director of Customer Services and Communities; cases of this nature will be looked at on their own merits taking account of tenancy history/conduct.
- Repairs deemed to be re-chargeable in properties provided by Homeless Services may be recovered through a service charge cover.

3.2 Cloch Housing Association will monitor exempt rechargeable repairs on a case by case basis and where it is considered that there are an exceptional number of rechargeable repairs incurred by the same tenant, these will be addressed by the Association who may investigate this with the tenant. The Director of Property and Assets or Director of Customer Services and Communities may reserve the right to raise a charge for works where felt appropriate

4.0 LEGAL FRAMEWORK

4.1 The Scottish Secure Tenancy Agreement states that:

Section 5.10

Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently or carelessly by you, anyone living with you or a visitor to your house. If we decide to carry out the work, you may be required to pay us for the cost of the repair. Where we carry out a repair on your behalf, an account may be sent to you. We will, at our discretion, offer the opportunity to pay the account in full or by instalments over an agreed period.

This paragraph does not apply to damage caused by:

- *fair wear and tear;*
- *vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).*

- 4.2 Information and details relating to repairs that are the responsibility of the tenant are included in the Scottish Secure Tenancy Agreement, and within the tenant's handbook which is available on the Cloch website. This list is not exhaustive and may be amended from time to time.

5.0 PAYMENT

- 5.1 Customer Support will endeavour to take repayment when the repair is reported either in person at the office or via a telephone call. They are also responsible for issuing invoices. The recovery of outstanding debts is undertaken by the Finance Team.
- 5.2 Where a tenant requests a change of locks to their home, a cost will be provided based on the type of door, and the number of locks. A process for payment will then be agreed.
- 5.3 Customers will be informed of the rechargeable repair cost prior to starting the work, unless it is an out of hour's emergency. The customer has the option to opt out of the repair and have the work carried out themselves. This work will be subject to inspection and the tenant will be liable for the costs to make good, if the repair is not adequate.
- 5.4 Should the tenant not wish to carry out a non-essential repair themselves but still wants the repairs carried out, the Association will confirm the costs or an estimate with the tenant. Works will only be instructed upon receipt of the full cost of the works or estimate.
- 5.5 In the event that the final works are less than the original estimate then the tenant will be re-imbursed on the balance. Similarly where the costs are more than the estimate then the tenant will be liable for these costs.
- 5.6 Where a tenant only has a repairs recharge on account, this debt will be pursued by the Finance Services Team, otherwise the debt will be pursued by Housing Services Team alongside other housing debts.

6.0 ACTION FOR NON-PAYMENT

- 6.1 Monthly reports on recharges should be provided by Finance to monitor the level of recovery to ensure payments are being made as per the prior arrangement with the tenant.
- 6.2 Association staff will engage with the tenant via letter, email, telephone calls and home visits to pursue the outstanding debt.
- 6.3 Where these attempts have repeatedly failed it may be appropriate to pursue these costs both for former and current tenants to a debt collection agency. This decision will be taken by the Director of Customer Services and Communities / Group Finance Director.

6.4 Where a current tenant repeatedly fails to meet a repayment agreement the Association will consider taking legal action for breach of tenancy which may lead to eviction.

7.0 WRITE OFFS

7.1 Twice yearly, the Association will review the rechargeable repair accounts of former tenants with a view to writing off debts which are deemed irrecoverable. This process will be in accordance with the process as detailed in the current Rent Arrears Policy.

7.2 The decision to write off debts will be based upon the following criteria:

- Former tenants who have failed to make any payments within the previous 12 months following the involvement of debt collection agency.
- Cloch will write off rechargeable repair costs for tenants who have been evicted.
- Former tenants with no forwarding address following a trace being undertaken.
- Debtors who are deceased.
- Any debt on account which is not financially viable to pursue.

7.3 The Finance and Housing Teams will review all write off cases to decide if it is still felt appropriate to pursue any cases prior to agreeing the write off value.

8.0 APPEALS AND COMPLAINTS

8.1 Tenants and owners will have the right to appeal against the reason and / or amount of any recharge. This should be done in accordance with our existing Complaints Handling Policy.

9.0 EQUALITIES COMMITMENT

9.1 Cloch Housing Association complies with equalities legislation, we ensure that every tenant and customer has their individual needs recognised, is treated fairly and with respect regardless of their age, disability, gender reassignment, marriage or civil partnership, race, religion or belief, sex or sexual orientation.

9.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

10.0 REVIEW

10.1 This policy will be reviewed every three years or as required to assess its effectiveness and to consider any changes required in the light of experience, new guidance, good practice, and legislation.