

Rechargeable Repairs Policy

Customer
Focus

Respect

Communication

Integrity



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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 in order to seek continuous improvement.

2.0 DEFINITION OF A RECHARGEABLE REPAIR

- 2.1 A rechargeable repair is defined as works that have been required to be carried out by the Association but not limited to the following items:
- Wilful damage, neglect, misuse or abuse to the property, communal and external areas attributable to former or current tenants or owners as well as family or invited visitors to the property
 - 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 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
 - Costs attributable to gaining access for gas servicing and / or uncapping gas meters as a result of the no-access.

3.0 EXEMPTIONS

- 3.1 No charge will be levied in the following circumstances:

- Where the cost for the repair as confirmed by the Schedule of Rates is less than £50 (including VAT) and also is not as a result of wilful damage. (For example re-setting of tripped electrics)
- 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. This can include instances of domestic violence, harassment, hate crime, or other forms of Anti-Social Behaviour
- Any other exceptional reason as approved by the Property Services or Housing Services Manager

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 amount of rechargeable repairs these will be addressed by the Association which may form the basis of issuing warning letters. The Property Services or Housing Services Manager 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 the Association is not responsible for repairing damage caused “wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house”.

4.2 The Tenancy Agreement further states that:

“If we decide to carry out the work, you must pay us for the cost of the repair. This does not apply to damage caused by fair wear and tear or vandals (provided that you have reported the damage to the police and to us as soon as the damage is discovered)”.

4.3 Information and details relating to repairs that are the responsibility of the tenant are included in the Scottish Secure Tenancy Agreement, and also within the tenant’s handbook.

5.0 PAYMENT

5.1 Housing Services and Finance will be responsible in agreeing and setting up payment for all recharges.

5.2 Any agreement should also take into consideration existing rent arrears arrangements, whereby it may be necessary to re-negotiate this payment to take into consideration both debts.

5.3 Where non-essential recharge repairs are required the tenant will be offered the opportunity to carry out the repair themselves in accordance to our expected specification and quality of work. This will be subject to inspection on completion. Failure to do so will result in the tenant being liable for the costs to make good.

- 5.4 Where the tenant does not wish to carry out the non-essential repair the Association 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 Where final works are less than the original estimate then the tenant will be reimbursed on the balance. Similarly where the costs are in excess of the estimate then the tenant will be liable for these costs.
- 5.5 Where a tenant only has a repairs recharge on account, this debt will be pursued by Finance, otherwise the debt will be pursued by Housing.
- 5.6 Tenants should be informed in writing when a balance has been cleared.

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 prior arrangement with the tenant.
- 6.2 Association staff will engage with the tenant via letter, telephone calls, home visits in an effort 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 Housing Services Manager / Group Finance Director.
- 6.4 Where a current tenant repeatedly fails to meet a repayment agreement the Association will consider taking legal action which may lead to eviction.

7.0 WRITE OFFS

- 7.1 Twice yearly, the Association will review the rechargeable repair account with a view to writing off debts. 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 generally write off rechargeable repair costs for tenants who have been evicted.
 - Former tenants with no forwarding address.
 - Debtors who are deceased.
 - Any debt on account which is not financially viable to pursue.

- 7.3 The Property Services and Housing Services Manager will review all write off cases to decide if it is still felt appropriate to pursue any particular cases prior to agreeing the write off value.

8.0 APPEALS AND COMPLAINTS

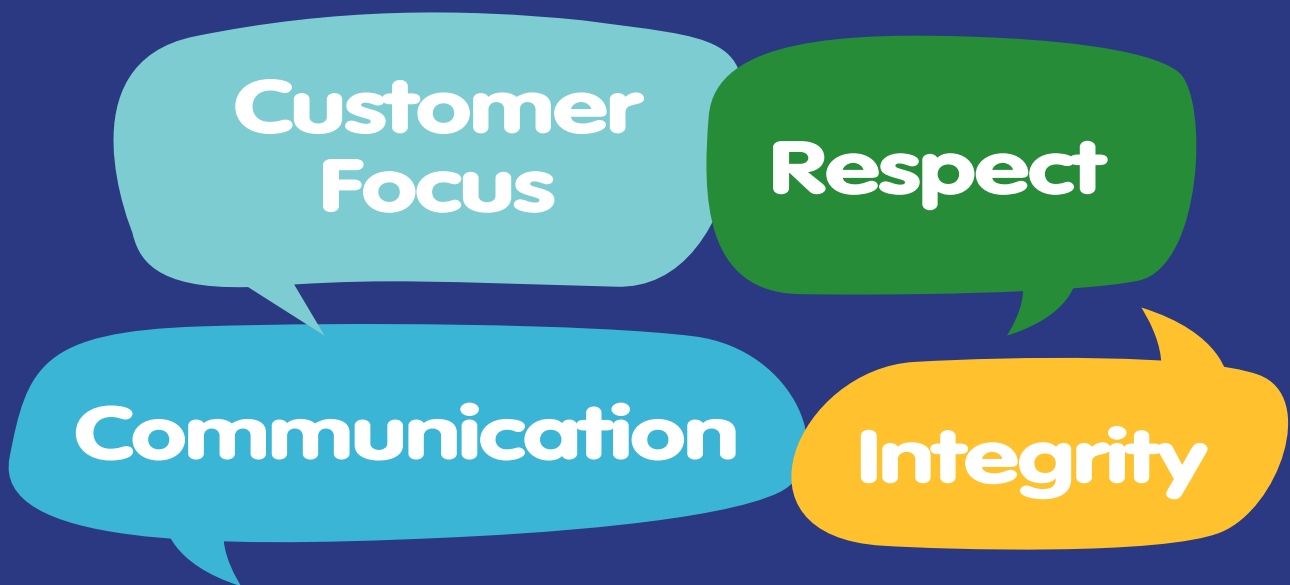
- 8.1 Tenants will have the right to appeal against the reason and / or amount of any recharge. This should be done in accordance with our existing complaints handling policy.

9.0 EQUALITIES COMMITMENT

- 9.1 Cloch Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 9.2 Cloch seek 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.



CLOCH HOUSING ASSOCIATION LTD	
Policy Name	Rechargeable Repairs Policy
Policy Category	PS
Policy Number	024
Date Adopted	01/02/2015
This Review	29/05/2018
Next Review	May 2021
Equalities Impact Assessment Required	
Link to other policies	Void Management, Reactive Repairs, Rent Arrears, Legal Action & Eviction, Complaints
Consultation	Internal
Need for Procedure	Yes