

Rechargeable Repairs Policy

1. Policy Statement

The purpose of this Policy is to promote a responsible attitude by tenants towards their property by ensuring that rechargeable costs are pursued from those who are negligent or deliberately cause damage, or fail to maintain the property by carrying out maintenance and repair of fixtures and fittings that are legitimately the responsibility of tenants.

- 1.1 The Association communicates this Policy to tenants by means of the tenancy agreement, at the signing of their tenancy and via our Tenant Newsletter and website.

2. Policy Aims and Objectives

The objectives of this policy are to:

- identify rechargeable repairs;
- apply a clear, consistent and fair approach with tenants;
- adopt a proactive approach with tenants in advising them of their responsibilities;
- recover the cost of rechargeable repairs from current and former tenants to the extent that it is economically viable to do so;
- maximise net income through the recovery of debts owed relating to rechargeable repairs; and
- promote an equitable service by ensuring that tenants who incur costs are held responsible.

3. Definition of a Rechargeable Repair

A rechargeable repair is any repair caused by abuse, misuse or negligence by the tenant, their family or visitors to the property that cannot be attributed to normal wear or tear through the duration of the tenancy. These include:

- Damage to fixtures in the Association's property caused by a tenant, family member, visitor to the tenant's property. This is irrespective of whether the Police have been involved or whether a Crime Reference Number has been applied to the case, or not.
- Repairs that are the tenant's responsibility but the Association has agreed to carry out because of a health and safety / emergency situation, a security consideration, or because of the likelihood of further damage to the property should the tenant fail to carry out the repair.
- Damage to the property caused by the Police correctly exercising a warrant on the property, resulting in an arrest. The cost of making good any damage such as repair or replacement of external doors will be recharged to the tenant.
- Misuse of the repairs service. Where tenants misuse the out of hours service they will be recharged the cost of the call out fee.

4. Examples of Rechargeable Repairs

- 4.1 The following repairs will be recharged to tenants, however, this is not an exhaustive list, but identifies the key types of rechargeable repairs. Where staff are unsure, whether a particular repair should be recharged to a tenant or not, they should seek guidance from the Property Services Manager:

- Damage to internal or external doors, communal doors etc.
- Lost keys during their tenancy, or keys not returned at the end of the tenancy.
- Repairing a leak caused by a tenant e.g. from a washing machine or other appliance installed by them.

- Clearing blockages in toilets / drains caused by flushing inappropriate objects into the domestic waste system.
- Making safe / repairing windows broken from the inside.
- Resetting trip switches on electrical consumer units (although we will aim to advise tenants over the phone how they can re-set this themselves first).
- Broken wash hand basin, bath or toilet etc.
- Damaged electrical fittings such as electrical sockets, switches, pendants or damaged electrical storage and panel heaters, bathroom and kitchen heaters etc.
- Holes in walls or doors where obvious wilful damage has occurred.
- Replacement of doors that have been removed.
- Unauthorised alterations carried out by the tenant (e.g. fitting laminate flooring, showers, fireplaces, glazed doors without the Association's permission).
- Spurious calls to a property eg. unable to carry out a gas repair due to there being no credit in the meter.
- Replacement of a suited key at Retirement Housing Complexes.
- Where the rechargeable repair is subject to a building insurance claim, the recharge will be for the insurance excess only.

4.2 The Association will normally carry out rechargeable repairs with the agreement of the tenant and once full payment has been received in advance. The exceptions to this are as follows.

- Where previous rechargeable repairs remain unpaid. However, emergency repairs in relation to health or safety risks, or repairs to prevent further damage to our property will still be carried out in these cases.
- With reference to vulnerable / elderly tenants, the Property Services Manager, Housing Services Manager and Customer Services Manager will have discretion when deciding whether to request payment in advance.

4.3 For many repairs, for example emergency repairs or repairs carried out after the end of a tenancy (void repairs), it is not feasible to collect payment in advance of the work. Therefore, in these cases the cost of the repairs will be invoiced to the tenant or former tenant as soon as possible after the work has been completed. In the case of emergency repairs, when lines are checked the next morning, the tenant should be contacted that day and invited to agree a repayment arrangement.

5. Tenant's Obligations

5.1 Under the terms and conditions of the Tenancy Agreement (section 5.17) the tenant is responsible for certain items of repairs and maintenance. When a repair is reported by a tenant, or member of staff, the Association will seek to identify whether the repair is the tenant's responsibility and if so, will give the tenant an opportunity to carry out the repair first.

5.2 Where a tenant fails to carry out repairs which are their responsibility, a recharge will apply for the Association having to do so. The Association will firstly seek to secure payment in advance before arranging the necessary works and the tenant will be asked to sign a written agreement to pay the full cost.

5.3 However, in certain circumstances where the cost of repairs amounts to a substantial sum, or failure to carry out repairs in a timely manner may have a detrimental effect on our property, the

Association can exercise its right to carry out the repair and arrange for payment in instalments from the tenant.

6. Unauthorised alterations

- 6.1 Under the terms and conditions of the tenancy agreement (section 5.22) if a tenant wishes to carry out alterations or improvements to the property they must first get written permission from the Association.
- 6.2 Where a tenant carries out any alterations or improvements without the Association's permission then we are entitled to restore the property to its previous condition either during, or at the end of the tenancy. This will be at the Association's discretion, where consideration will be in line with our Voids Standard. However, if we decide to carry out repairs to a fixture or fitting which is deemed to be unfit for purpose, or not to the Association's acceptable standards, we reserve the right to recharge the tenant for the cost of this work, as per the Schedule of Rates provided by our Repairs Contractor.
- 6.3 In circumstances where a tenant has carried out unauthorised alterations or improvements, they will be given no more than 28 days to rectify the faults or reinstate the property to its original condition. However, if there is an immediate health and safety risk, an issue of an emergency nature, or a situation which could cause further damage to the property or other properties, this should be dealt with immediately, in all cases.

7. Deliberate Damage or Damage Due to Neglect

- 7.1 Where damage has occurred as a result of deliberate abuse or negligence by the tenant, their family or visitors, the necessary repair work will be rechargeable. If the tenant wishes to undertake the remedial work themselves they should be allowed no more than 28 days to rectify the situation, provided the repair is not of an emergency nature. The Association will then inspect any work carried out by the tenant to ensure that it complies with our current standards.
- 7.2 Where it fails to meet these we reserve the right to recharge for any further remedial work required. However, this does not apply to damage caused by fair wear and tear or vandalism (which is not carried out by the tenant, their household or their visitors) provided that the tenant has reported the damage to the police and the Association as soon as the damage is discovered.
- 7.3 In circumstances when we cannot establish which tenant is responsible for neglect or damage to common areas we may carry out the work to make good the area and recharge all those responsible for the area an equal share of the cost.

8. Void Properties, Transfers and Mutual Exchanges

- 8.1 Where unauthorised alterations or damage is identified during the pre-termination inspection process, the tenant will be given the opportunity to remove alterations and carry out repairs to reinstate the property to its original condition prior to vacating the property. The tenant will also be advised to clear all carpets, furniture and other belongings from the house, garden etc. and advised that they will be charged for anything the Association has to remove unless otherwise agreed in writing prior to the end of the tenancy. In some cases they can be provided with an estimate for the cost of removing items, if requested.
- 8.2 As soon as the keys for a property are returned to the Association and the property becomes void, the Association will decide if alterations carried out by the former tenant are to acceptable

standards and fit for purpose. If deemed to be acceptable they can remain in place if the incoming tenant accepts them (see Voids Standard). The former tenant will be recharged for any costs the Association incurs for rectifying any damage or unauthorised alterations previously identified which have not been made good, plus any additional damage identified during the initial visit.

- 8.3 The total cost of all rechargeable repairs and / or property clearance will be quantified once all void repairs are complete and our Repairs Contractor has submitted their full costs. The Association's staff will keep photographic records of any damage to the property and / or any items left by the outgoing tenant in case of future queries.

9. Transfers and Mutual Exchanges

The tenant should be given the opportunity to rectify the faults or pay the costs of the remedial works identified at the pre-termination inspection. This will be fully explained to the tenant by the Housing Officer / Maintenance Officer at the time of their visit.

A Mutual Exchange will not normally be granted until either:

- all remedial works have been carried out by the tenant to our satisfaction; or
- the work has been carried out by the Association and the tenant signs a disclaimer to accept the recharges and all costs have been paid.

A Transfer will not normally be granted until either:

- all remedial works have been carried out by the tenant to our satisfaction; or
- the work has been carried out by the Association and the tenant has either paid, or a satisfactory arrangement has been put in place and payments have been maintained for at least 3 months.

10. Accidental Damage

Where accidental damage has occurred to fixtures and fittings, we will take into account the extent of the damage and the circumstances before making a decision on whether to recharge, or not. The age of fixtures and fittings and expected wear and tear over the period of time has to be taken into consideration and this will be a key factor in our decision making.

11. Damage caused by the police exercising a warrant

Where an arrest is made the cost of making good any damage will be recharged to the tenant. Where no arrest is made, we will liaise with the local police for the reimbursement of costs.

12. Misuse of the Repairs Service

Where tenants misuse the Out of Hours Service, we will consider recharging the call out fee, if the Association deems the use to be spurious.

13. Vulnerable Tenants

- 13.1 Where there are concerns about the vulnerability of a particular tenant, consideration will be given to the details surrounding repairs and to whether the tenant should be recharged for the repair, or not. The definition of a 'vulnerable tenant' may include elderly, supported or tenants in retirement housing.

- 13.2 However, if there is a likelihood that delaying the repair will affect the tenant's health or wellbeing, then the Association will take prompt action. There should be no delays pending agreement of a payment plan with the tenant in such circumstances. However the tenant will still be advised of the Association's decision regarding any recharge for the repair.

14. Supported Tenancies

Where a supported tenancy is placed through an external agency, the agency should be informed directly of any potentially rechargeable repair in advance of the work being carried out. Invoicing should be sent to either the tenant, the tenant's carer, agency or person with power of attorney and in line with the underlying service agreement.

15. Cost Recovery

The Property Services Manager will review and check proposed recharges to ensure that each recharge decision is justified, before proceeding with any decision to recharge the tenant or former tenant.

16. Arrangements to Pay

- 16.1 Tenants and former tenants will only be offered the opportunity to make staged payments dependent on the debtor's own financial circumstances. However, should the debtor default on the agreed payment plan, the Association reserves the right to refer the debt to a Debt Recovery Agency.

16.2 Accumulation of rechargeable repairs.

The Association will only pursue rechargeable repairs of £50 or more, or when a number of rechargeable repairs is greater than the £50 threshold. We will notify tenants by sending the invoice in relation to any recharges above the £50 threshold and track payment progress. An accumulation of rechargeable repairs will be tracked for a period of 12 months only and then removed. Rechargeable Repairs against a tenant will be recorded using a diary entry in SDM Rent Accounting and will be checked weekly by the Finance & Admin Officer.

There may be exceptions to this rule, as the Association has the right to recharge repairs under the £50 threshold. For example, if it is deemed that there has been a clear breach of the Emergency Out of Hours Call-Out Service, or malicious damage.

Current Tenants

If an invoice remains unpaid, we will not instruct any further non-emergency routine rechargeable repairs on behalf of the tenant until the invoice is paid or a suitable payment plan is agreed and being maintained.

Former Tenants

Where a former tenant has a debt for rechargeable repairs and has given no forwarding address, the Association will take action to attempt to trace the debtor so that the invoice can be issued. The Association will actively pursue arrears as per recommended recovery procedures.

- 16.3 If a former tenant applies for a further tenancy, outstanding monies in respect of rechargeable repairs carried out under their previous tenancy must be repaid prior to them being accepted for housing.

17. Monitoring and Performance

The Chief Executive is authorised to write off any rechargeable repair up to the value of £1,300. Only the Board has the authority to write off rechargeable repair debts in excess of this limit.

18. Risk Management Statement

The risks associated with delivering an efficient and effective rechargeable repairs service are comprehensively incorporated within Association's Risk Management Framework.

19. Equality and Diversity Statement

The protected characteristics enshrined in the Equality Act 2010 are respected when ensuring compliance with the Association's obligations in respect of delivering an efficient and effective rechargeable repairs service.

20. Policy Monitoring and Review

- 20.1 The Property Services Manager will monitor the implementation and operational effectiveness of the Rechargeable Repairs Policy.
- 20.2 The Association will regularly monitor good practice advice from the Scottish Housing Regulator and adopt such advice when formulating the review of the Rechargeable Repairs Policy.
- 20.3 The Rechargeable Repairs Policy will be reviewed every three years or as and when deemed necessary.