

Rechargeable Repairs Policy

M.02

Reviewed

April 2024

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April 2027

Equality and diversity policy statement

This policy document can be produced in various formats, for instance, in larger print or audio-format; and it can also be translated into other languages, as appropriate.

Our equality and diversity policy statement describes our key equality commitments that we use to develop all organisational services; this includes employment services and services to tenants and other customers.

Our core values include providing a fair and equal service for all people and this is detailed in our Equality and Diversity Policy. Our approach to implementing this policy will reflect that commitment.

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Contents

1. Introduction
2. General Principles
3. Policy Aims and Objectives
4. Procedural Guidance
5. Scope
6. Identifying Rechargeable Repairs
7. Recovery
8. Sanctions
9. Tenancy Breaches
10. Appeal and Complaints
11. Review / Consultation

1. Introduction

- 1.1 This policy statement sets out how Pineview Housing Association will look to recover the cost of any rechargeable item from its residents.
- 1.2 The purpose of the policy is to ensure that recharges are dealt with effectively and that recovery of debt is handled efficiently and equitably. Recharges will in the main be applied for rechargeable repairs; however, the Association retains the right to raise a recharge for any debt owed to the association.
- 1.3 The term resident is defined as being a tenant of the Association, a shared or whole owner of the Association.

2. General Principles

- 2.1 The Association has a duty to recover costs of work from tenants where the nature of the works or the tenancy agreement identifies that it is their responsibility.
- 2.2 It is a requirement of the tenancy agreement that tenants keep their property in reasonable condition and that when they end their tenancy, they leave their property clean and tidy. The agreement sets out that tenants may be charged the cost of making good any damage they have caused.
- 2.3 In addition to the tenancy agreement, our Repairs and Maintenance Policy also sets out which repairs the Association is responsible for and which repairs are the responsibility of the tenant. Tenants may be charged if the Association is required to undertake repairs or works for which they are responsible.
- 2.4 The Association may, as stated in the tenancy agreement, undertake work which is the responsibility of the tenant but which the tenant is failing to carry out e.g. garden maintenance of private or communal gardens etc. If we decide to undertake such work the tenant is required to pay the cost of the work. In general / as a norm, however, we will not routinely undertake such work on the tenant's behalf as this is not a permanent solution to what is likely to be an ongoing problem. Such breaches of tenancy will therefore also be dealt with under the Estate Management and Anti-Social Behaviour Policies, as applicable.
- 2.5 Our Rent Account Management Policy explains the actions, including legal action, which may be taken by us to ensure tenants meet their responsibility in paying rent and service charges for their tenancy. Where a Court Order awards legal costs we will seek to recover these costs from tenants.
- 2.6 Other items, such as the cost of missed appointments, unnecessary emergency call outs, costs for delays to annual gas & electrical servicing, repairs and maintenance at shared or whole ownership properties for which the occupier / owner is responsible, may also be charged.

3. Policy Aims and Objectives

3.1 The overall objective of the Rechargeable Repairs Policy is to contribute to the efficient and effective maintenance of the Association's housing stock and to ensure that expenditure is managed effectively.

3.2 The specific aims of this policy are to:

- Promote a responsible attitude by residents towards their property by ensuring that costs are pursued from those who are negligent or deliberately cause damage.
- Ensure tenants are aware that the Association has a right to order a repair in certain circumstances i.e. in an emergency, right to repair, required to comply with health and safety or which may lead to a deterioration in the overall condition of the property and that it may be appropriate to recharge the tenant for such repairs.
- Ensure rechargeable items are dealt with transparently and efficiently.
- Recover the cost of rechargeable items from current and former residents.
- Maximise income by the recovery of debts owed to rechargeable items and thus demonstrate value for money.
- Give clear guidance on the circumstances which will be recharged.
- Inform of the action we will take if payment is not made.

4. Procedural Guidance

4.1 This policy is supported by comprehensive procedures that will be used by staff in implementing this policy.

4.2 The training requirements of Management Committee and staff will also be regularly assessed to ensure that they have the necessary skills to effectively implement and monitor this Rechargeable Repairs Policy.

5. Scope

5.1 Recharges cover but are not limited to the following items:

- Repairs required due to deliberate damage, damage from misuse or damage due to neglect.
- Lost/ broken keys and door entry control fobs.
- Repairs required due to unauthorised or unsatisfactory alterations / additions to the property.
- Costs of repairing accidental damage not rectified by the occupier.
- Damage caused by the police following a lawful raid at a property.
- The cost of those repairs deemed residents' responsibility.
- The cost of removing any goods or belongings left at the property on tenancy termination.
- Damage to furniture provided or missing items of furniture if applicable.
- Legal Costs awarded by the Court.
- Costs for missed appointments, unnecessary emergency call outs and delays to annual gas & electrical servicing.

5.2 Exemptions to paying for rechargeable items:

Rechargeable items may not have to be paid in the following circumstances:

- If the damage is a result of vandalism by an independent third party and a crime reference number has been provided to the Association within 7 calendar days (an incident number will not be sufficient).
- If accidental and a first offence / report.
- Where forced entry has taken place due to concerns about the well-being of the tenant or occupier.

5.3 Non-essential repairs:

When the repair is non-essential and a tenant's responsibility, the tenant will be given the option of arranging to have the repair carried out themselves by a qualified tradesman, within an agreed timescale or pay Pineview in full prior to the repair being carried out.

6. Identifying Rechargeable Repairs

6.1 Rechargeable Repairs can be identified as follows:

- By pre termination inspection.
- By void inspection.
- By stock condition surveys.
- By routine visits by staff as part of day-to-day Housing Management /Maintenance activities.
- Post completion – recoverable repair completed without prior authorisation (out of hours).
- Abortive visits – no access to emergency call out by tenant.
- Call outs by tenant for non-emergency repair.

7. Recovery /Payment

7.1 When a rechargeable item is identified, or rechargeable costs incurred a memo account/invoice will be created and the resident will be informed in writing. This letter will include an explanation of the recharge and detail the full cost being pursued.

7.2 Residents will be contacted to make a repayment agreement to pay the amount they owe in relation to rechargeable items and will be offered the full range of payment methods.

7.3 For routine repairs, payment must be made in full for any works. Tenants may build up a credit in their memo account and works can be carried out incrementally once there is sufficient balance to cover the cost of part of the required work.

7.4 Recovery action will take place to collect the money owed in line with the Association's Rent Account Management Policy. This may involve legal action or referral to a debt collection or recovery agency.

8. Sanctions

8.1 The sanctions which may be applied for non-payment of rechargeable repairs are as follows:

- All repairs suspended other than those deemed essential by the Association i.e. only emergency and Right to Repair repairs will be carried out.
- All improvements / investment work to the property suspended e.g. new kitchens. (This also applies where a tenant has rent arrears or legal fees outstanding).
- No applications for an Internal Transfer will be considered unless all outstanding debt is cleared.
- No request for mutual exchanges will be considered unless the debt is cleared (whether for this Association or other landlords). The landlord will be made aware that the debt is outstanding, and the tenant has failed to pay.

9. Tenancy Breaches

- 9.1 Where a tenant/visitor/household occupant has caused serious damage to the property or has caused damage to the property on repeated occasions, enforcement action may be taken for breach of tenancy in addition to charging the tenant for the cost of the repair.

10. Appeals and Complaints

- 10.1 There is a right to appeal if a resident disagrees with the amount or reason for a recharge. This appeal must be made in writing, initially to the Housing Services Manager. If anyone is still not happy / satisfied then they have a right to complain. Please see the Association's Complaints Policy for details on how to do this.

11. Review / Consultation

- 12.1 Management Committee will regularly receive reports on the volume and value of rechargeable repairs, sums recovered and numbers of appeals made as well as outcomes.
- 12.2 This policy will be reviewed every 3 years unless amendment is prompted by a change in legislation or monitoring / reporting reveals that a change in policy is required sooner.
- 12.3 Procedures and working methods may be altered more frequently where this is needed.
- 12.4 Policy review will involve consultation with our tenants, our Customer Forum and may include as applicable other service users / agencies. We will take account of any views or representations in revising our policy and service provision to assist in the development of effective service delivery.