



**Craigdale**  
HOUSING ASSOCIATION

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## Rechargeable Repairs Policy

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<b>CONTENTS</b>		<b>Page</b>
<b>1.</b>	<b>Introduction</b>	<b>2</b>
<b>2.</b>	<b>Regulatory Requirements</b>	<b>2</b>
	<ul style="list-style-type: none"><li>• <b>Scottish Social Housing Charter</b></li><li>• <b>Regulatory Standards</b></li></ul>	
<b>3.</b>	<b>Legal Framework</b>	<b>3</b>
<b>4.</b>	<b>What is a Rechargeable repair</b>	<b>3</b>
<b>5.</b>	<b>Discretion to recharge</b>	<b>4</b>
<b>6.</b>	<b>Processing a rechargeable repair</b>	<b>4 - 5</b>
<b>7.</b>	<b>Invoicing</b>	<b>5</b>
<b>8.</b>	<b>Non-Payment of Invoice</b>	<b>5 - 6</b>
<b>9.</b>	<b>Write Off's</b>	<b>6 - 7</b>
<b>10</b>	<b>Record Keeping and Reporting</b>	<b>7</b>
<b>11.</b>	<b>Equality &amp; Human Rights</b>	<b>7</b>
<b>12.</b>	<b>Data Protection</b>	
<b>13.</b>	<b>Complaints</b>	<b>7</b>
<b>14.</b>	<b>Review</b>	<b>7</b>

## 1. INTRODUCTION

- 1.1 This policy sets out how Craigdale Housing Association (CHA) will recover its rechargeable repair costs from current or former tenants, ensuring that our homes are properly maintained, and that the application of recharges is fair, transparent and makes effective use of CHA's maintenance budget.
- 1.2 A rechargeable repair is where a repair is carried out that is the responsibility of the tenant or is a result of damage or neglect by the tenant, their family, visitors or pets. In addition, this applies to repairs carried out to vacated properties to bring the property up to CHA's lettable standard and/or the cost of forcing entry to carry out repairs or gas servicing.

## 2. REGULATORY REQUIREMENTS

### 2.1 Scottish Social Housing Charter

The Scottish Government, through the Social Housing Charter (2017), sets the outcomes it expects Landlords to achieve for their residents. This policy complies with the following charter outcomes:

**Charter Outcome 1 – Equalities:** 'every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services'.

**Charter Outcome 2 – Communication:** 'tenants and other customers find it easy to communicate with their landlords and get the information they need about their landlord, how and why it makes decisions and the services it provides'.

**Charter Outcome 11 - Tenancy Sustainment:** 'tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations'.

**Charter Outcome 13 – Value for Money:** 'tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay'.

### 2.2 Regulatory Standards

The Scottish Housing Regulator (SHR) have seven Regulatory Standards (2019), which all Scottish registered social landlords must meet. This policy is aligned to Standards 1, 2, 3 and 5 of the SHR's Regulation Framework.

- Standard 1 - The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- Standard 2 - The RSL is open about and accountable for what it does. It understands and Takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.
- Standard 3 - The RSL manages its resources to ensure its financial well-being and economic effectiveness.

- Standard 5 – The RSL conducts its affairs with honesty and integrity.

### **3. LEGAL FRAMEWORK**

This policy is in accordance with the Housing (Scotland) Act 2001 and the Scottish Secure Tenancy Agreement used by CHA.

### **4. WHAT IS A RECHARGEABLE REPAIR**

4.1 All rechargeable repairs are identified in line with the relevant sections contained within the Scottish Secure Tenancy Agreement. CHA may recharge in the following situations: -

- When the repair is normally the responsibility of CHA, but there has been accidental or deliberate damage by the tenant, any member of the tenant's household or a visitor to the house.
- If we carry out a repair that we later find out is not the responsibility of CHA e.g. repairs to tenants' alterations.
- Visits by our contractor to carry out an annual gas safety inspection when the tenant has not provided access for two previously agreed appointments and CHA has incurred a charge.
- Damage caused by the tenant, a member of their household or a visitor, identified at the End of Tenancy Inspection resulting in repairs required before the house can be re-let.
- Wilful damage of acts of vandalism caused by a tenant, a member of their household or a visitor that has not been reported to the police.
- Repair carried out by CHA at the tenant's request, for example replacing lost or broken keys.
- Making good the house following improvement/alterations carried out by the tenant without CHA's approval or not to an acceptable standard.
- When the tenant issues CHA's staff with an access date or time and fails to keep this and CHA has incurred a charge.
- Where a tenant forces entry or instructs a third-party to force entry to CHA property, the tenant will be responsible for making good any damage caused during this operation and all costs incurred in replacing the door/ locks etc. will be recharged to the tenant.

### **5. DISCRETION TO RECHARGE**

5.1 CHA recognises that recharging the cost of repairs to tenants may not always be appropriate. Accordingly, discretion is delegated to the Senior Housing Officer/Director to determine if a recharge should be applied and the full cost levied.

5.2 If the Senior Housing Officer/Director exercises discretion to waive the re-charge, the reason for the decision should be recorded and reported to Operational Services Committee.

5.3 Factors to be considered in deciding whether or not to levy a recharge will include:

- In cases where emergency services force access due to concerns for the safety and wellbeing of the tenant within their home.
- Where the damage to the property is as a result of domestic violence, where the tenant is co-operating with the police and other agencies.
- Vandalism where the tenant has reported the incident to the police and has a police incident number.
- Where the tenant is deemed to be vulnerable.

## 6. PROCESSING A RECHARGEABLE REPAIR

6.1 When a tenant reports a repair to the Receptionist/Housing Services Assistant will advise the tenant if the repair is rechargeable. If the repair is rechargeable the tenant will be asked to carry out the repair themselves using a qualified repairs person. Once the repair is completed by the tenant Housing Services staff will post inspect the repair based on quality of work carried out.

6.2 Housing Services staff may carry out a pre-inspection of the repair if there is any dubiety about whether the repair is rechargeable.

6.3 If the repair is rechargeable and the tenant has no means of getting the repair done the tenant will be informed that the Receptionist/Housing Services Assistant will get a price from the Association's contractor for carrying out the work or for rectifying work carried out by the tenant.

6.4 Once the price has been obtained the Receptionist/Housing Services Assistant will ask the tenant to pay the full cost of the repair before the Association instructs its contractor to carry out the work.

6.5 Work will only be carried out by Craigdale's contractor without prior payment when the work required is:

- a. detrimental to adjoining or neighbouring properties.
- b. there are Health & Safety concerns.
- c. the tenant cannot afford to make full payment.
- d. the work is deemed an emergency.

In these instances, the Receptionist/Housing Services Assistant will ask the tenant to sign a declaration form agreeing to pay all money owed to the Association through an agreed instalment plan, or by a one-off payment.

6.6 Where a rechargeable repair was carried out through the Association's out of hours service or it transpires a repair is identified as being rechargeable once the contractor is on site, the Receptionist/Housing Services Assistant will contact the tenant at the earliest opportunity to advise the repair is rechargeable and to agree an instalment plan with the tenant or one-off payment.

6.7 When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any aspects of disrepair, which are the responsibility of the tenant. The tenant will then have the opportunity to rectify

any repairs for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge may then be raised for the cost of the works.

- 6.8 All rechargeable invoices are to be paid in full before an allocation of an internal transfer can be approved.
- 6.9 All payments including those made at the discretion of CHA may be offset in agreement with the resident, either wholly or partly, against any debts owed by the tenant to CHA.

## 7. INVOICING

- 7.1 When Craigdale receives an invoice for a rechargeable repair and it has been processed internally and authorised for payment by staff, the invoice is then passed to Finance Services who prepare a rechargeable repair invoice.
- 7.2 The rechargeable repair invoice is then given to the Housing Services Assistant for issuing to the tenant. The tenant will be asked to make payment in full within 28 days or make payments as agreed through their instalment plan.

## 8. NON-PAYMENT OF INVOICE

- First reminder letter: If the tenant does not pay the rechargeable repair invoice within 28 days from the date the invoice was issued the Housing Services Assistant will issue a first reminder letter.
- Second reminder letter: If the tenant does not respond to the first reminder letter a second reminder letter will be issued by the Housing Services Assistant 7 days after the first reminder letter was sent.
- Home visit: If the tenant does not respond to the second reminder letter the case is then passed to the Housing Services Officer to deal with. The Housing Services Officer will arrange to visit the tenant.
- Final notice: If the tenant fails to respond to all previous correspondence or be at home for the visit this will result in a final notice being issued by the Senior Housing Services Officer, informing the tenant that their case will now be passed to the Association's solicitor to pursue.
- Court action: The Senior Housing Services Officer will instruct the Association's Solicitor to raise a court action, to recover any money due to the Association. The Association will take legal action against a tenant for any unpaid debt owed which is £100 or over. If the debt is £99 or under the Housing Services Team should still pursue the tenant for payment of the debt on a quarterly basis.
- Type of legal remedy: The Association's solicitor will advise the Senior Housing Services Officer as to the best course of legal remedy open to the Association based on the level of debt owed. If the debt is significant and a Decree for Repossession is being sought staff should refer to the Rent Arrears Policy and Procedure as the same processes will

be followed from the notice of proceedings stage onwards. Staff should note that once a Decree for Repossession is obtained this cannot be enforced until Board approval is obtained. Only the Board can agree to enforce a Decree.

- Payment Priority: As a general rule if a tenant is in both rent arrears and has outstanding rechargeable repairs any payment received from the tenant will be paid into their rent account. Each case will be considered on its own merits based on the level of debt owed.

## 9. WRITE OFF'S AND BAD DEBT

9.1 Prior to the end of each financial year the Board will consider a report from the Senior Housing Services Officer recommending rechargeable repairs that are to be written off and any provision for bad debt that should be provided for in the next financial year.

9.2 Rechargeable repairs can be written off in the following circumstances:

- Deceased
- Former tenant with no forwarding address or no payment made in the last year
- Bankruptcy / Sequestration

9.3 It should be noted that debts are written off for accountancy purposes but a debt that has been written off can and should be resurrected and pursued if the Association becomes aware of the tenant's new address.

- 9.5 As part of the quarterly Maintenance Report presented to the Operational Services Committee the Senior Housing Services Officer will highlight outstanding re-chargeable repair cases and will make recommendations to Committee if any of these are written off.

## 10. RECORD KEEPING AND REPORTING

- 10.1 All rechargeable repairs will be loaded onto SDM and a signed arrangement form will be kept on file on SDM and in the tenant's electronic house file.
- 10.2 Rechargeable repairs will be reported quarterly to the Operational Services Committee. The report will contain the number of rechargeable repair cases, amount outstanding and amount collected.

## 11. EQUALITY AND HUMAN RIGHTS

- 11.1 The Association will provide equality of opportunity and fair treatment for all, ensuring that no individual or group is treated less favourably than anyone else. We work closely with community stakeholders, to provide assurance that we are achieving these aims.
- 11.2 The Association will meet, and where appropriate exceed our obligations under the **Equality Act 2010**, including the general equality duty in the Act, to ensure we do not discriminate against, harass, or victimise a person because they have one or more of the nine protected characteristics described in the Act.
- 11.3 An Equality Impact Assessment (see Appendix 1.) has been carried out as part of the review of this policy, in order to assess where the aims of this policy may have a positive, negative or neutral impact upon any of the nine Protected Characteristics set out in the Equality Act 2010

## 12.0 DATA PROTECTION

- 12.1 Craigdale handles the personal data we use in line with our obligations under data protection legislation and the Association's Privacy Policy and Data Retention Schedule. Information about how we handle personal data and the legal basis for processing personal data is available through the Association's Fair Processing Notices.

## 13. COMPLAINTS

- 13.1 The Association operates a Complaints Policy that is open and transparent. Should any tenant feel the need to make a complaint against the organization, the complaints policy and procedure will be implemented.

## 14. REVIEW



- 14.1 This policy will be reviewed every 3 years by the Board following a recommendation from the Operational Services Committee. The review will consider complaints received, legislative changes and feedback from customers.