



Cassiltoun Housing Association

RECHARGEABLE REPAIRS POLICY

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Chair Person/Office Bearers Signature:	

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Registered Scottish Charity no 035544

CASSILTOUN HOUSING ASSOCIATION **RECHARGEABLE REPAIRS POLICY**

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Section 1

Introduction and Policy Statement

- 1.1 Cassiltoun Housing Association Limited (hereinafter referred to as CHA) is committed to ensuring that its properties and common areas are maintained to a high standard. This is achieved through adhering to our policies on Repairs and Maintenance, Right to Repair, Estate Management and Rechargeable Repairs.
- 1.2 This Policy has been developed in conjunction with the Repairs and Maintenance Policy to ensure repairs, which occur as a result of tenant abuse or neglect and are not covered under the terms of the tenancy agreement do not constitute a burden on the Reactive Maintenance Budget.

Section 2

Aims and Objectives

- 2.1 CHA aims to meet the required Scottish Social Housing Charter outcomes and standards which came into effect on 1st April 2012 as a result of the Housing (Scotland) Act 2010. The relevant Charter Outcomes and standards are:-
 - 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.’*
 - 4 – Quality of Housing** – *‘tenant’s homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.’*
 - 5 – Repairs, maintenance and improvements** – *‘tenant’s homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.’*
 - 13 – Value for money** – *‘tenants’, owners and other customers receive services that provide continually improving value for rent and other charges they pay.’*
- 2.2 CHA aim to provide and demonstrate value for money by competitively tendering for reactive repairs and maintenance services, major investment and cyclical works.
- 2.3 CHA will ensure that all work is carried out to an acceptable standard and offer a reasonable repayment arrangement to tenants and sharing owners.
- 2.4 CHA aim to ensure that the association is not funding from rents, repairs which are the responsibility of individual tenants or sharing owners.
- 2.5 To deter vandalism or neglect to our properties.

Section 3

What is a rechargeable repair?

- 3.1 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:-
- a) When a repair is normally the responsibility of the Association, but there has been accidental or deliberate damage by the tenant, any member of the tenant's household or a visitor to the house.
 - b) If we carry out a repair that we later find out is not the responsibility of the association e.g. repairs to tenants' alterations.
 - c) Visits by our contractor to carry out an annual gas safety inspection when the tenant has not provided access for two previous appointments and CHA has incurred a charge.
 - d) 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.
 - e) 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.
 - f) Repairs carried out by CHA at the tenant's request for example replacing lost or broken keys.
 - g) Making good the house following improvement/alterations carried out by the tenant without CHA's approval or not to an acceptable standard.
 - h) Where the rechargeable repair is subject to a building insurance claim, the person being recharged will only be liable for the insurance excess.

Section 4

Exceptions to charging

- 4.1 In cases where the emergency services force access due to concerns for the safety of the tenant within their home.
- 4.2 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.
- 4.3 Vandalism where the tenant has reported the incident to the police and has a police incident number.
- 4.4 Where the tenant is vulnerable.
- 4.5 Fair wear and tear.
- 4.6 At the discretion of the Director of Operations or Area Housing Manager.

Section 5

Processing a rechargeable repair

- 5.1 When the tenant is reporting their repair, they should be advised whether the repair will be rechargeable and whether the repair is covered by the block buildings insurance policy.
- 5.2 Where a repair is classified as rechargeable, CHA will provide an estimated cost for carrying out the work. If the repair is covered by the buildings insurance the tenant's liability will be for the insurance excess only and they will be advised of this. Unless the repair is an emergency, the tenant may choose to use their own contractor and effect the repair themselves. In these cases the completed repair work will be inspected by the Technical Officer to ensure the work is of the required standard. Should the repair work not be to the required standard, CHA will rectify the work and recharge the tenant.
- 5.3 CHA will accept payment by instalments, however, unless the repair is in the emergency category, 50% of the cost of the repair will be required to be paid before the repair will be effected and then the rest can be paid in regular weekly, 4 weekly or monthly instalments as agreed with the Operations Team. If the repayment arrangement is not maintained the debt will be pursued by the Operations Team and no further rechargeable repairs will be authorised until payments resume unless authorised by the Area Manager or Director of Operations due to health and safety issues or the repair is of an emergency nature.
- 5.4 In some instances the rechargeable repair may not come to light until the repair work has been completed, this is usually where an emergency repair has been carried out by our contractor out of hours. When the emergency lines are checked the next morning, any rechargeable repairs should be identified and the tenant contacted that day and invited to come into the office to discuss and to agree a repayment arrangement. The repair should be post inspected by the Technical Officer for quality control and to confirm the reasons for the recharge.
- 5.5 Any rechargeable repair should be identified and agreed at the end of tenancy inspection and the outgoing tenant advised accordingly. Tenants should be advised that they have until their tenancy termination date to make good thereafter CHA will organise to have the work carried out and recharge the tenant accordingly. The outgoing tenant should be advised to clear all their belongings from the property or CHA will complete this work recharge the outgoing tenant and pass onto their forwarding address.
- 5.6 Where rechargeable repairs are identified after a tenancy has been terminated the decision on whether to recharge and pursue the outgoing tenant will be decided on the likelihood of recouping the monies e.g. do we have a forwarding address.
- 5.7 Where a change lock is required due to the tenant losing their keys, the tenant will be charged for the cost of the lock change unless there are extenuating circumstances. E.g. vulnerable tenant.

Section 6

Additional Charge Tenant Services

- 6.1 CHA may offer additional services for residents at a cost in order to assist them. In these circumstances full payment is required in advance of the work being carried out.
- a) Connection of new gas cookers
 - b) Supply of additional entry door keys and fobs

Section 7

Disputes

From time to time disputes will arise over liability for a rechargeable repair. On these occasions the Technical Officer will be responsible for trying to reach a resolution at the earliest opportunity. Where this is not possible CHA's complaints Policy and Procedure will be instigated.

Section 8

Pursuing Rechargeable Repair Debt

- 8.1 Outstanding Rechargeable repair debt will be pursued by the Operations Team. The rechargeable repair charge and payments will be loaded onto SDM and pursued by means of letters, phone calls, house visits and office interviews. In some cases where the tenant refuses to co-operate with the Association the case will be passed to our solicitor and court action raised.

Section 9

Write Off Procedure

- 9.1 In line with best practice CHA will at the end of each financial year review and write off rechargeable repair debts in the following categories:-
- a) Former tenants with no payments in the last year
 - b) Former tenant with no forwarding address
 - c) Deceased
 - d) Current tenants with debts older than 5 years with no payments made in the last year.
- 9.2 Although the debt is written off a record will remain on SDM and the Operations Team will pursue wherever possible.

Section 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 Operations Sub Committee. The report will contain the number of rechargeable repair cases, amount outstanding and amount collected.

Section 11

Training, Review and Distribution

- 11.1 CHA is committed to training and developing staff and board members to their full potential to provide a high quality service to all our customers.
- 11.2 This policy will be reviewed every 3 years and will be approved by the Operations Sub Committee. The review will be comprehensive and consider complaints received, legislative changes and feedback from customers.
- 11.3 This policy will be published on our website and available to all our customers. Staff will be expected to have read, understood and implement this policy.

Section 12

Equality Impact Assessment

- 12.1 An Equality Impact Assessment has been carried out on this policy. This involves assessing the policy for the likely or actual effects of the policy and service provided to our customers in respect of their disability, age, gender, race, religion/belief, sexual orientation or gender identity to ensure equal and fair access for all. It assists us to make sure that the needs of people are taken into account when we develop and implement policies and services.

A detailed breakdown of which repairs are the Association's responsibility and which are the tenant's is contained in the Tenancy Agreement

1. Should any damage discovered not be made good by the tenant to a standard acceptable to the Association, within 28 days of the discovery of the damage, the tenant must: -
 - i) Allow the Association access for the purpose of repairing such damage;
 - ii) Pay the Association, upon demand, the expense of the repair.
2. Where a repair is carried out due to damage caused by a person who is not a tenant/factored owner, a member of their household or visitor to their house and the person can be identified through for example CCTV evidence or other evidence, Cassiltoun will pursue action against the person identified for the costs of the repair.
3. With the exception of emergency and health and safety situations, tenant's will be expected to pay 50% of the estimated cost of the repair work prior to the repair work being authorised, the final 50% will be paid through a repayment arrangement with the Association.
4. Failure to re-pay outstanding recharges will, where it is economical to do so, result in court action for the recovery of the outstanding amounts and limitation of the Association's normal repairs service to statutory repairs only (as defined in the Housing (Scotland) Act 2001). Persistent damage to the property by tenants may result in the Association taking steps to terminate the tenancy.
5. For the purposes of this document where there is any doubt, the Association's Director of Operations will decide what will constitute a rechargeable repair. The Director of Operations will have the discretion to decide when repairs are due to abuse. In cases where abuse of the property is due to the wilful neglect of the tenant, or any member of the tenant's family, or visitor to the tenant's home, they will be advised that a recharge will apply. Where it is decided that the repair is required due to a genuine accident, no charge will be levied.

The tenant may appeal against the Director of Operations decision in writing to the Association's Director of Operations within 28 days of being notified that a repair is rechargeable. Any subsequent appeal would be dealt with through the Association's normal complaints procedure.

Review

The Policy will fall due for review no later than January 2019.