



Rechargeable Repair Policy

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RECHARGEABLE REPAIRS POLICY

Ardenglen Housing Association can provide this policy on request, in large print, in Braille, or in other non-written format, and in a variety of languages.

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SECTION 1

INTRODUCTION & POLICY STATEMENT

- 1.1 Ardenglen is a community based Housing Association operating in Castlemilk, which is in South West Glasgow. At the time of writing we own approximately 956 properties. Of these, 548 are rehabilitated tenemental stock, while the remaining are new build houses, cottage flats and tenements.
- 1.2 Ardenglen housing association is committed to maintaining its properties and open areas to a high standard. This standard is achieved through our **maintenance, estate management and rechargeable repairs policies**
- 1.3 Rechargeable repair costs are incurred where the association carries out repairs, which are not covered under the terms of the tenancy agreement.
- 1.4 The rechargeable repair service is available to both tenants and sharing owners

SECTION 2

AIMS & OBJECTIVES

- 2.1 The Association aims to meet the Scottish Government Social Housing Charter outcomes 1,4,5 and 13 which state;

Outcome 1- **Equalities** – Every tenant and customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services

Outcome 4 – **Quality of housing** – Tenants homes as a minimum, meet the Scottish Housing Quality Standard 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

Outcome 5 – **Repairs, maintenance & improvements** - Tenants homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done

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 We aim to provide 'value for money' by using competitively priced contractors and tendering out larger contracts. Details are contained in the **maintenance policy** and **tendering policy**.

- 2.3 To ensure all work is carried out to a standard acceptable to the association and offer a reasonable repayment arrangement to tenants and sharing owners
- 2.4 We aim to ensure that the association is not funding from rents, repairs which are the responsibility of individual tenants of sharing owners
- 2.5 To deter neglect and vandalism of our property

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. The association may make a charge 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 resident, any member of the resident's family or 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 tenant alterations
 - c) Where due to the tenants actions or inactions, the association is forced to incur costs e.g. repeated 'no access' charges from a contractor
 - d) If the emergency call out services are called out where the repair is not an emergency or where access is not provided to the emergency contractor
 - e) Where the police force entry under warrant and the tenant is convicted of the associated crime
 - f) Where the outgoing tenant of a property leaves the accommodation in an unsatisfactory repair condition (other than wear and tear), or the property requires to be cleared out before being relet.
 - g) Where the rechargeable repair is subject to a building insurance claim, the person being recharged will only be liable for the insurance excess
 - h) Where individuals fail to maintain common parts or maintain their garden where they have exclusive use of it (see estate management policy)
 - i) As a result of consequential damage by the actions of the tenant, member of household or visitor to property e.g. a burst pipe as a result of hammering a nail when laying flooring
 - j) When floor covering requires to be uplifted to carry out a repair

SECTION 4

EXCEPTIONS TO CHARGING

- 4.1 No charge will be made to tenants for first rechargeable repairs where value of the repair is less than £100 and the rechargeable repair is not as a result of willful damage. Subsequent rechargeable repairs incurred within a 12 month period would attract a full charge regardless of the amount or the cause
- 4.2 In situations where emergency services force access to secure the safety of a resident from their home
- 4.3 Where there is damage to the property as a result of a domestic violence situation providing the tenant fully cooperates with the police and other relevant agencies
- 4.4 Where a police can confirm they have a report of an incident and if necessary can provide a crime reference number
- 4.5 In situations where damage was caused as a result of fair wear and tear
- 4.6 Where the tenant has special needs or extenuating circumstances, which affect their understanding of their liability for the repair or ability to avoid incurring the costs involved
- 4.7 Where there are significant humanitarian concerns involved in the case
- 4.8 When housing staff have authorised that bulk items of furniture may be left within the property at change of tenancy
- 4.9 Any other significant reason as agreed by the Housing Services Manager

SECTION 5

PROCESSING A RECHARGEABLE REPAIR

- 5.1 Where a repair is classified as rechargeable, the association will provide an estimate of cost for carrying out the works. If preferred, individuals may opt to use their own contractors within agreed timescales. These works will be inspected by the association to ensure the required standard is met. In cases where the work is deemed to be substandard, it will be redone by the association and the costs recharged. Where a rechargeable repair is assessed as a potential risk to health and safety there would be no option given to use an alternative contractor.

- 5.2 At the repair reporting stage the resident will be advised if the repair is likely to be subject to a building insurance claim, in which case the only financial liability would be the insurance policy excess
- 5.3 The association will accept payment by installments and a repayment plan must be agreed at the earliest opportunity. If the repayment agreement is not maintained, then a second rechargeable repair, if required, can only be authorised by the Housing Services Manager. This decision will be based on health and safety issues, legislation and the willingness to enter into a repayment plan.
- 5.4 In certain circumstances a rechargeable repair may come to light after it has been carried out. This will normally only happen when where the report was made to the out of hours emergency services. In this situation, the resident should be contacted as soon as possible to discuss their liability and to make an arrangement for repayment. The repair should be post inspected to avoid future disputes.
- 5.5 Rechargeable repairs may be identified prior to a tenancy ending. In these circumstances, individuals will be advised that they have until the tenancy termination date to make good. They will also be advised that their property must be completely clear of all furniture and belongings on their departure or again a charge will be raised at their forwarding address.
- 5.6 Where we identify rechargeable repairs after a tenancy has ended, we may make a charge to the outgoing tenant. This decision will be based on the likelihood of recovery and also the availability of a forwarding address
- 5.7 When we have been notified of a forced entry due to losing keys, we will contact the tenant and ensure appropriate arrangements are in place to ensure that no further instances of this type of repair reoccur

SECTION 6

ADDITIONAL CHARGE TENANT SERVICES

- 6.1 The association will offer additional services for residents to purchase if they desire. In these circumstances payment must be made in full in advance. These services are;
- a) Connection of new gas cookers
 - b) Supply of controlled entry door keys and fobs

SECTION 7

DISPUTES

- 7.1 From time to time disputes will arise over liability for a rechargeable repair. On these occasions, every effort will be made to reach a resolution at the earliest opportunity. If this is not possible, the associations complaints procedure will be followed.

SECTION 8

PURSUEING RECHARGEABLE REPAIR DEBT

- 8.1 Rechargeable repair debt will be pusued by means of letters, house visits, office interviews, texts, emails and telephone calls . In certain circumstances, it may be appropriate to pass former tenant rechargeable repairs debt on to a debt collection agency or indeed raise a court action.
- 8.2 Under the 2001 housing act, rechargeable repairs are classed as tenancy related debt. Where someone has a balance of over one month's tenancy related debt, with no repayment arrangement in place then they will be suspended from our housing list and will only be accepted if an arrangement has been maintained for 3 consecutive months.

SECTION 9

WRITE OFF PROCEDURE

- 9.1 At the end of each financial year, the association will write off rechargeable repair debts in the following categories
- a) Former tenants with no payments in the last year
 - b) Former tenants with no forwarding address
 - c) Deceased
 - d) Current tenant debts older than 3 years with no payments made in the last year
- 9.2 Write offs of rechargeable repairs are for financial records only and housing officers will still pursue cases where ever possible

SECTION 10

RECORD KEEPING & REPORTING

- 10.1 All paperwork relating to rechargeable repairs will be kept while a tenancy is current, regardless of the age of the rechargeable repair. In cases of former tenant rechargeable repairs, paperwork will be kept for a period of 5 years after the tenancy terminates
- 10.2 Reporting to the Housing Services Sub Committee will take place twice yearly. The committee will be notified of the level of debt outstanding, the number of cases being pursued and the rate of recovery of the debt

SECTION 11

TRAINING, REVIEW & DISTRIBUTION

- 11.1 The Association is committed to training and developing staff and committee members to their full potential in order to deliver a high quality of service in all areas.
- 11.2 This Policy will be approved by the Housing Services Sub Committee. It will be reviewed on a 3 yearly cycle. The review will incorporate changes in legislation, complaints, comments and feedback from customers.
- 11.3 This policy will be made available to every employee and committee member and will be made freely available to any tenant or interested party.

SECTION 12

EQUALITY IMPACT ASSESSMENTS

- 12.1 An Equality Impact Assessment involves assessing the likely or actual effects of policies or services 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 helps us make sure the needs of people are taken into account when we develop and implement a new policy or service or when we make a change to a current policy or service.

-- END OF POLICY ---