



# 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 and policy statement

- 1.1 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**
- 1.2 Rechargeable repair costs are incurred where the association carries out repairs, which are not covered under the terms of the tenancy agreement.
- 1.3 The rechargeable repair service is available to both tenants and sharing owners

## Section 2

### Aims and 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; and also meet the Energy Efficiency Standard for Social Housing (ESSH) by December 2020

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 10 –**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 procurement strategy and manual.**
- 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 or sharing owners
- 2.5 To deter neglect and vandalism of our property by promoting our rechargeable repairs policy through newsletter, website and tenant handbook.

### **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 or a forced access for gas service
  - d) If the emergency out of hours repair 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, household member or visitor is charged with 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 you will be charged for the joiners time. We are not responsible for re-fitting the floor coverings after the repair or for damage caused to the floor covering

## **Section 4**

### **Exeptions to charging**

- 4.1 No charge will be made to tenants for first rechargeable repairs where the value of the repair is less than £100 and the rechargeable repair is not as a result of willful damage or a refusal to allow access for annual gas safety inspections. 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 (refer to domestic abuse policy for guidance)
- 4.4 Where 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 where 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 Senior Housing Officer

## **Section 5**

### **Processing a rechargeable repair**

- 5.1 Where a repair is classified as rechargeable, the association will provide the tenant with a cost from our standard price list (appendix 1)
- 5.2 If there is no standard price for the re-chargeable work Maintenance Officers will refer to our schedule of rates and discuss the re-charge price with the Operations Managers. Additional standard prices identified will be added to appendix 1.
- 5.3 Non emergency re-chargeable repairs will require a min of £20 deposit before the work will be arranged

- 5.4 The association will accept payment by installments and a repayment plan must be agreed at the earliest opportunity. In the event of a non emergency re-charge repair a payment arrangement requires to be submitted before the work is arranged.
- 5.5 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.
- 5.6 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
- 5.7 If the repayment agreement is not maintained, then a second rechargeable repair, if required, can only be authorised by the Senior Housing Officer. This decision will be based on health and safety issues, legislation and the willingness to enter into a repayment plan
- 5.8 In certain circumstances a rechargeable repair may come to light after it has been carried out. This will normally only happen when 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
- 5.9 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
- 5.10 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
- 5.11 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) 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**

### **Pursuing rechargeable repair debt**

- 8.1 Rechargeable repair debt will be pursued 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 unless they have had subsequent re-charges then no write off should be completed
- 9.2 Write offs of rechargeable repairs are for financial records only and housing officers will still pursue cases where ever possible
- 9.3 Suspension from the waiting list will still apply

## **Section 10**

### **Record keeping and 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 Board will take place annually to approve the number of cases to be written off

## **Section 11**

### **Training, review and 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 Board. It will be reviewed on a 3 yearly cycle by the Senior Management Team. 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 will be made freely available to any tenant or interested party via our website or by request.

**-- END OF POLICY --**

Appendix 1

Standard price list for common rechargeable repairs.

*Additional rechargeable repairs may be identified and will be individually charged based on Contractors invoice.*

<b>Non emergency repairs</b>	<b>£20 deposit and repayment arrangement may be required before repair can be processed.</b>
Internal door (non fire rated)	£80
Chipped wash hand basin	£40
Chipped bath	£40
Replacement wash hand basin	£100
Replacement bath	£120
Kitchen damage	Quote from contractor
Remove non standard light fittings e.g. spot lights and replace with standard light pendant including ceiling repair and painting	£20 per light fitting e.g. 4 spot lights = £80
Front or back door replacement (including door, frame, lock, keys)	Quote from contractor
Repeat no access for contractor at pre-arranged appointments (including annual gas service)	£40
Labour charges	£30 per hour
Paint over graffiti (per wall or door)	£30

<b>Emergency repairs</b>	
Forced access (including lock change)	£90
Lock change (force not required)	£40
Broken window or glass on a door (board up and replace)	£80
Front or back door temporary repair to secure the property (board up)	£50
Internal (fire rated) door	£300

<b>Clear outs</b>	
Clear out of belongings - small items or volume	£40
Clear out of belongings - medium items or volume	£80
Clear out of belongings - large items or volume	£120