

**Topic:** Rechargeable Repairs Policy

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## OVERVIEW

Shettleston Housing Association aims to provide excellent and customer-focussed repairs and maintenance services to our tenants. Our tenancy agreement details the range of repairs the Association is responsible for, which are funded through rental income. The tenancy agreement also sets out tenants' responsibilities to look after the home and to pay for items that are the result of their damage or misuse, beyond "fair wear and tear".

Tenant-related repair work has become an increasingly large element of our maintenance expenditure in recent years, putting pressure on the overall budget and potentially delaying the carrying out of works to other tenant's homes.

The purpose of this policy is to ensure only appropriate repair and maintenance costs are being met by the Association and to minimise the impact on the Association's rental income from the cost of repairs and maintenance works that are the responsibility of tenants or former tenants.

## Introduction

Shettleston Housing Association operates in accordance with:

- Statutory requirements
- The standards set down in the Scottish Social Housing Charter
- The requirements of the Scottish Housing Regulator
- The terms and provisions of the Tenancy Agreement (that is based on the Model Scottish Secure Tenancy)

in the formulation and implementation of all its policies. SHA seeks to fulfil its Corporate Aims through the development and implementation of its policies and all SHA's policies operate to achieve its Strategic Objectives as set out in its Business Plan.

## Equalities

SHA is committed to providing equality of opportunity to all persons or groups within its area of operations in every aspect of its activities.

In operating this policy SHA will endeavor to ensure, equality of opportunity for all, at all times, and in all circumstances. The potential impact of this policy, either positive or negative, on any protected characteristics, was considered when developing this policy. In line with this commitment to equality, this policy, and any summary or information leaflet, can be made available, free of charge, in a variety of formats including; large print, translation into another language or audio tape.

***Access To Policy Information***

SHA will ensure that its policies are made fully available to all tenants, applicants, members, persons or groups within its areas. Every effort will be made by SHA to support access and promote awareness of its policies by posting these on its website, developing summaries, guidance and information leaflets as appropriate.

***Tenant Involvement And Consultation***

SHA is committed to meet the requirements of the Housing (Scotland) Act 2010 in all of its policies and to meet the requirements of the Scottish Social Housing Charter. SHA will involve tenants in the development of its policies and seek feedback in appropriate circumstances. It will ensure that any material change to services affecting tenants in this and other policies will be the subject of consultation.

***Policy Monitoring***

SHA is committed to ensure that adequate monitoring of the implementation of its policies is undertaken. This will be achieved through regular review by the Management Committee, customer/tenant feedback surveys, and regular consultation with tenant/resident groups.

***Risk Management And Assessment***

SHA has a detailed Risk Management Policy in place and it will assess the risks to the Association in the implementation of each of its policies as part of its risk management strategy.

***Procedures***

Where appropriate, SHA will develop a detailed set of procedures identifying actions, roles and responsibilities in the implementation its policies. These procedures will be subject to regular review and audit.

***Training***

SHA will ensure that its staff are properly trained in terms of their knowledge and understanding of statutory requirements and the requirements of the Scottish Social Housing Charter pertaining to its policies. It will ensure that appropriate staff are kept up to date with all procedures pertaining to the implementation of policies. The Management Committee will have access to training to ensure that it can maintain appropriate control and overview of the policy and procedures.

## 1. INTRODUCTION

This document outlines the Association's approach to the prevention of rechargeable repairs and how recharging will operate across all aspects of maintenance planning and delivery. The Association aims to take account of all relevant statutory, regulatory and good practice requirements, including:

- The Housing (Scotland) Act 2001, and subsequent amendments
- Part 5 of the Scottish Secure Tenancy Agreement
- The Regulatory Standards of Governance and Financial Management set down by the Scottish Housing Regulator
- Scottish Housing Quality Standard
- The Scottish Social Housing Charter

## 2. POLICY OBJECTIVES

The aim of this policy is to ensure the Association has a robust strategy in place to ensure that:

- Best value for money and best use of the Association's budget for maintenance works is secured.
- Repair costs that are clearly not the Association's responsibility are recharged, thus minimising the burden on rental income.

and that in doing so:

- Tenants are made aware, and periodically reminded, of their responsibilities in relation to the condition of their homes
- Issues are identified at the earliest opportunity and effectively communicated to tenants
- Appropriate mechanisms are in place through which tenant appeals against decisions with which they disagree will be considered/determined
- Regard is had to tenants' incomes and circumstances in making arrangements for the recovery and any phased repayment of debt

This policy addresses recovery of valid recharge costs in connection with repairs and maintenance works from tenants and former tenants. The recovery of sums due from owners in connection with common repair works, etc, is covered under the Association's Factoring policies and procedures.

## 3. RESPONSIBILITY FOR REPAIRS

Section 5 of the Scottish Secure Tenancy Agreement sets down repair and maintenance responsibilities for the Association and for the tenant. An extract of the Tenancy Agreement terms is included at Appendix 1, detailing the specific repairing responsibilities and rights of both parties.

In general terms the Association will fully maintain the structure, fabric and installations within the property and common parts to a reasonable standard and ensure the property complies with all relevant statutory requirements. Tenant responsibility includes taking reasonable care of the house,

maintaining a reasonable standard of decoration and repairing damage caused willfully or negligently by them, by anyone living with them or by visitors to the property. This does not include damage caused by fair wear and tear or by vandalism (providing this has been reported to the police and a crime reference number provided to the Association). The tenant is also responsible for replacing lost or broken keys, forcing entry because of lost keys or costs incurred by the Association if they fail to provide access for a pre-arranged repair appointment; and replacing light bulbs, batteries in remote timers, etc.

Where repairs are clearly not the responsibility of the Association costs will, in general, be recharged to the tenant / former tenant. In some circumstances (outlined below) the tenant may be offered the option of undertaking the works themselves, at their own expense.

Where recharges are levied the Association will pursue these vigorously, following the steps set down within the Rechargeable Repairs Procedures. For former tenant recharges over £500 in value and those where no forwarding address has been provided the Association will consider employing the services of a debt collection agency to assist with debt recovery.

#### **4. PREVENTION AND EARLY IDENTIFICATION OF RECHARGEABLE REPAIR ISSUES**

The Association will keep under review its approach to ensuring that tenants understand their responsibilities to look after the condition of their homes. Regard will be had to the known information requirements of particular tenants. Tenants will be positively encouraged to speak to staff about any issues or problems they are experiencing and we aim to ensure that positive staff/tenant relationships exist to facilitate that ready sharing of information.

This will include through:

- Information provided at the start of a tenancy
- Periodic reminders issued to all tenants on a planned and ad hoc basis
- General reminders through articles in the newsletter and social media

Often issues are only first identified at the tenancy termination stage or when keys are handed back in. Early identification of potential issues can be important to prevent issues becoming worse and to maximise the time available for engagement with tenants and any support agencies. Staff will be responsible for identifying potential issues at the earliest opportunity when in tenants' homes and contractors will also be encouraged to feedback where appropriate.

#### **5. CATEGORIES OF RECHARGED REPAIRS**

##### **5.1 No Access for Inspections or Repairs**

###### **5.1.1 Missed Appointments for Gas and Electrical Safety Inspections & Forced Access**

When a contractor calls at a pre-arranged time and date to carry out a mandatory gas or electrical safety inspection, and there is no-one at home to allow entry to the house, this can cause loss to the contractor who will have arranged their day based on pre-ordered work. The cost for this abortive time may be legitimately passed on to the Association by the contractor.

The Association provides advance notice of appointments and ample opportunity for tenants to re-arrange dates to suit. Therefore, unless there are unusual mitigating circumstances, the

Association will always re-charge the tenant for any costs for missed appointments that are passed on from the contractor.

Tenants are advised of this potential charge in writing in the letters notifying them that the service is due.

The costs associated with forcing access to a property for an essential safety inspection will be recharged to the tenant.

### **5.1.2 Missed Repair Appointments**

When a contractor calls at a pre-arranged time and date to carry out a repair and there is no one at home to give access this can cause a loss to the contractor. In some cases this loss is passed on to the Association by the contractor.

Repair appointments are arranged to suit tenant requirements and they can be re-arranged in advance if they do not suit. Therefore, unless there are unusual mitigating circumstances, the Association will charge for any costs for missed appointments that are passed on from the contractor.

Tenants are advised verbally of this potential charge at the time the appointment is arranged.

## **5.2 Lock-Outs**

From time to time tenants lock themselves out of their homes and the Association responds by assisting them to regain access. In some cases this is a simple joinery exercise, in other cases it necessitates the provision of a new lock and keys and / or new fobs for secure door entry systems.

The tenant is responsible for replacing lost or broken keys and forcing access or changing locks because of lost keys. Therefore, the Association will always recharge the cost of works in these circumstances.

Where the tenant wishes the Association to provide this service the tenant will be required to sign a consent form, accepting responsibility for the repair and agreeing a method of payment. Where possible full payment should be made in advance. Where this is not possible a deposit of £30.00 will be sought before work is carried out.

The tenant will also be offered the option of procuring this service directly from an alternative contractor.

## **5.3 Void Works**

Void repairs are repairs that have to be carried out to vacated houses to bring them to a standard whereby they can be re-let. The Association has a Minimum Letting Standard that all homes will be brought up to before being re-let to ensure a property is safe, secure and in a good state of repair and decoration prior to occupation. This standard forms part of the Association's Void Policy.

### **5.3.1 Void Repairs**

Some void repairs may be required because of damage or neglect by the out-going tenant and in these circumstances it will be the tenant's responsibility to meet the cost of these works. Most repairs will be identified during a pre-termination inspection, usually by the Maintenance Officer, and the tenant is given the option of carrying out the work themselves or have the

Association do it. If, at the void inspection the damage has not been rectified, or if new repairs are identified that were previously not visible (e.g. hidden by furniture), the repairs will be carried out by the Association and recharged to the tenant. If the tenant has made an inadequate repair that is unsafe or has exacerbated the problem then the cost of any consequent or further works required will be recharged.

The Association accepts that a certain amount of damage will be the result of fair wear and tear and will not charge for works required simply due to wear and tear. This determination will be made at the time of the pre-inspection, and if further damage is identified, also at the time of the post inspection.

Photographic evidence of the damage will be collected during termination and void inspections to provide back-up for any works that are recharged.

### **5.3.2 Void Clearing and Cleaning**

Tenants are expected to clear and clean their houses on termination of tenancy. This obligation is reinforced to tenants during a tenancy termination inspection and confirmed to them in writing.

The Council will uplift old furniture and belongings for domestic residents (bulk uplift) for a small fee. However, when the Association, as a business, does this it has to pay for time, labour, vehicle costs and, potentially, landfill disposal costs. Tenants can easily avoid these costs by disposing of items themselves and the Association's costs will generally be passed on in full.

The same principles apply to cleaning vacated properties and charges in connection with excessive cleaning will be passed on in full.

The circumstances of elderly or vulnerable tenants who have no-one to help them will be considered on their merits if communicated to the Association before termination of the tenancy.

To enable tenants to assess the consequences of leaving clearing and cleaning to the Association the fact that there will be a charge levied will be made clear in writing at the time of termination (assuming the tenant gives the required notice). In the case of deceased tenants the Association will not generally seek to recoup costs from the tenant's estate.

If a charge is to be made under this category photographic evidence will be collected and provided to the outgoing tenant.

In exceptional circumstances and with prior agreement with the Association, carpets and floor coverings may be left within the property. Where these are left in-situ they will be cleaned by the Association and the incoming tenant must accept the property as seen, including carpets and floor coverings. It will be the new tenant's responsibility to dispose of any unwanted floor coverings.

The incoming tenant will be expected to sign a disclaimer accepting responsibility for carpets, floor coverings, etc that are left in the property.

### **5.4 Repairs Arising out of Tenant Alterations**

A repair can arise, either during the course of a tenancy or when a property becomes void, because the tenant has actively carried out some work they don't have to do (eg the installation of bespoke light fittings). Where their actions cause the Association expense – for example,

where part of the building is damaged or the tenant's works have rendered part of the building unsafe - the Association will always recharge the cost of required repairs / reinstatement works.

Tenants are required to obtain the Association's consent for alterations to the property and the conditions attached to the consent include the requirement for the tenant to take responsibility for the maintenance of the altered area. Repair works resulting from tenant alterations will be recharged to the tenant (or former tenant).

### **5.5 Requested Repairs**

Occasionally the Association carries out work on request that is rechargeable. This is usually to rectify neglect or damage to components that is clearly the tenant's responsibility.

On these occasions the Association will carry out the work but will require payment in full beforehand, unless the work is an emergency. Where work is urgent or the issue could affect the safety of the property the Association will require a deposit of £30 to be paid before undertaking the repair. In addition, the tenant will be required to sign a consent form, accepting responsibility for the repair and agreeing a method of payment for the full amount. If the tenant already has outstanding rechargeable repair bills then the Association will generally request payment of the full amount before instructing the works.

### **5.6 Police Forced Entry**

A repair may be required as a result of forced entry by Police who have reasonable cause to suspect that a criminal act has occurred at the property, or that the occupier or a visitor to the property has been involved in a criminal act. In these circumstances the tenant will be recharged the cost of any required works. The Association will always seek an incident number from the Police and log this against any repair orders for this type of repair.

## **6. INDIVIDUAL CASE ASSESSMENT**

Each rechargeable case will be assessed taking account of all the circumstances surrounding the damage or cause of repair. In certain cases the Association may waive all or part of the charge. This discretion may be applied where, for example the tenant is vulnerable or has serious health issues.

Housing Officers and Maintenance Officers will be responsible for determining where discretion is to be exercised and for recording the reasons for this.

## **7. APPEALS**

All tenants / former tenants have the right to appeal a decision to recharge. Appeals will be dealt with in the context of and in line with the Association's Complaints and Appeals Procedure, ultimately providing for appeal to the Scottish Public Services Ombudsman in the event of continuing dissatisfaction. Tenants / former tenants will be advised to submit any appeals within 28 days of the submission of the invoice.

The Association will keep under review the incidence and causes of recharging and the outcome of appeals when reviewing its future approach to the prevention and recovery of rechargeable repair debt.

## **8. INVOICING AND PAYMENT COLLECTION**

Invoicing for rechargeable repairs will be carried out in line with the Association's Rechargeable Repair Procedures. Where possible, full payment will be secured in advance for works that are rechargeable. In circumstances where full pre-payment is not possible a deposit will be sought and the tenant will be required to agree a payment arrangement ahead of works being carried out.

For works relating to void properties the former tenant will be pursued for the debt and, where possible, a payment arrangement will be agreed at the earliest opportunity.

Payments will be pursued by the Housing & Community Services Department in conjunction with rent and other debt payments, in line with the Association's Rechargeable Repair Procedures. Where a tenant has both rent and rechargeable repair debt recovery of rent debt will generally take precedence.

The Association will consider the use of a debt collection agency to assist with the recovery of rechargeable repair debt from former tenants. This option will be pursued where the debt is greater than £500 and the Association's own attempts to recover the funds have failed, or in circumstances where no forwarding address has been provided.

Consideration will be given to withholding improvement works such as kitchen or bathroom replacements where a tenant has outstanding rechargeable repair debt.

All outstanding rechargeable repair debt for former tenants will remain on file for a period of 5 years following the end of a tenancy to enable a review of debt history in the event that a former tenant seeks re-housing with the Association.

## **9. REPAYMENT ARRANGEMENTS**

Where requested, and where payment cannot be secured in advance, the Association will secure a repayment arrangement with the tenant / former tenant. The terms of any payment arrangement will be assessed on a case by case basis following consideration of the circumstances of the tenant, other monies owed to the Association, the nature of the rechargeable repair and its cost.

## **9. POLICY REVIEW**

This policy will be reviewed every 3 years.

**Appendix 1****Draft Rechargeable Repairs Policy  
Extract from Scottish Secure Tenancy Agreement – Section 5****5 REPAIRS, MAINTENANCE, IMPROVEMENTS AND ALTERATIONS****REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS**

- 5.1** In this Agreement, the word 'repair' includes any work necessary to put the house into a state which is wind and watertight, habitable and, in all respects, reasonably fit for human habitation.
- Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.2** Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3** During the course of your tenancy, we will carry out repairs or other work necessary to put the house in a condition which is tenantable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible.
- 5.4** We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period.
- 5.5** If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.
- 5.6** Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness as well as the obligations contained in this paragraph.
- 5.7** Our duty to repair includes a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.
- 5.8** We will keep in repair:
- The structure and exterior of the house including drains, gutters and external pipes (not including the clearing of blockages caused by the tenants negligence)

- The roof
- The outside walls, outside doors, windowsills, window catches sash cords and window frames, including external painting and decoration
- Internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but not including painting and decoration)
- Pathways, steps and means of access
- Plasterwork
- Internal garages and stores
- Boundary walls and fences

**5.8.1** We will keep in repair and in proper working order, any installations in the house provided by us for:

- The supply of water, gas and electricity
- Sanitation (for example basins, sinks, baths, showers, toilets)
- Hot water heating
- Space heating (for example central heating) including fireplaces, flues and chimneys

Installations include those which we own or lease which directly or indirectly serve the house. We will not, however, be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.

**5.8.2.** We will inspect annually any gas installations provided by us in the house. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will give you a copy of the current inspection record before the beginning of the tenancy.

**5.8.3.** If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you.

**5.9** Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully or negligently by you, anyone living with you or visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair.

This paragraph does not apply to damage caused by:

- Fair wear and tear
- Vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered)

- 5.10** We will carry out necessary repairs due to fire, flood or other normal insurance risks, within a reasonable time or offer equivalent permanent re-housing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.
- 5.11** We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.
- 5.12** If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take all reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied. These steps may include, but are not limited to the following:
- To seeing that its doors and windows are properly secured;
  - To seeing that the water, gas and electricity supplies to the house or flat are turned off where possible.
- 5.13** If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your reasonable losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done.
- If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.
- 5.14** Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.

#### **REPAIRS AND MAINTENANCE: YOUR RESPONSIBILITIES AND RIGHTS**

- 5.15** You must report to us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to our property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf. (We operate an emergency telephone service outside office hours.)
- 5.16** You are responsible for taking reasonable care of the house. This responsibility includes carrying out internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.
- 5.16** You will be responsible for damage to glass, damage to sinks and sanitary ware, plugs and chains, internal door handles, replacing lost or broken keys and any other cost incurred through forcing entry after the loss of keys, and for replacing batteries in smoke detectors.

You will take all reasonable steps to ensure that we are informed immediately of emergencies, including those involving the supply of water, and for ensuring that, where necessary, access can be gained by our representatives.

You will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property you should ensure that the internal water supply is turned off and that pipes and tanks are drained.

Further information about repairs and maintenance is included in the tenant's handbook.

**5.17** If we have delayed or failed to carry out certain types of repair, there are statutory regulations that give tenants the right to have certain repairs carried out. You may also be entitled to compensation. We will advise you separately about these regulations.

**5.18** You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident, etc. We operate such a scheme. Ask us for details.

## **ALTERATIONS AND IMPROVEMENTS**

**5.19** If you want to:

- Alter, improve or enlarge the house, fittings or fixtures
- Add new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish)
- Put up a garage, shed or other structure
- Decorate the outside of the house
- Fix floor coverings, eg floor tiles, timber flooring or wall tiles

You must first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions including conditions regarding the standard of work. See paragraph 10.3. The Association will not take alterations by the tenant into account when deciding the rent levels.

If you make a request to us for permission to carry out alterations or improvements etc to the house, we will reply to your written request within one month of receipt of the written application. In that reply we will tell you if we agree to the proposed alterations etc and if so whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know in writing our reasons for refusal within one month of receipt of your written application. If you are unhappy about our refusal you have the right to make an application to the Sheriff. You can appeal against a refusal or the conditions we have attached.

**5.20** If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy under regulations governing such arrangements. We also have the power, even if you do not qualify under these Regulations, to make a discretionary payment.

**5.21** If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work.