



Rechargeable Repairs Policy

1. PURPOSE

This policy introduces a new process of recharging tenants for repair work where the damage has been caused by the tenant or anyone visiting their home. The policy will identify the circumstances that may result in a recharge for a tenant or former tenant of the Association, define the criteria for invoicing and collection of recharges and set out the circumstances where discretion may be applied in the implementation of recharges.

It is the Association's intention to implement this policy in accordance with its values, namely:

- **We Care:**
To ensure the standard of our properties is maintained to safeguard the provision of excellent services to customers now, and in the future.
- **We Are Trusted:**
To act with honesty and integrity, ensuring that no customer is treated less favorably than any other, in line with our Equality, Diversity and Inclusion Policy.

2. SCOPE

This is a Riverside Scotland wide policy that has specific relevance to Asset and Housing Services staff.

3. KEY PRINCIPLES

- **Customers First**
The Association is responsive to its customers' needs, for example, by ensuring properties are repaired to an acceptable standard, and by taking appropriate action to ensure customers are empowered to fulfill their tenancy obligations. This policy will also ensure that recharges are applied consistently and fairly to all customers.
- **Adding Value**
The Association aspires to achieve value for money through the implementation of this policy, by ensuring we are not wasting valuable resources repairing avoidable damage caused by tenants.
- **Raising Performance**
This policy will assist the Association to manage and maintain its properties and estates in line with legal, regulatory, and best practice standards.

4. LEGAL CONTEXT

The Association ensures that all of its activity complies with applicable legislation. The primary legal obligations placed upon the Association in

relation to rechargeable repairs are outlined as follows:

- **The Housing (Scotland) Act 2001:**
This act places a duty on registered social landlords to ensure that a house is substantially wind and watertight and reasonably fit for human habitation and introduced the Scottish Secure Tenancy for tenants of social landlords.
- **Tenancy Agreement**
All tenants of an Association property sign a Scottish Secure Tenancy Agreement. This agreement clearly sets out the maintenance obligations placed upon the Association and the occupier. Whilst the majority of repairs are the Association's responsibility, some are the responsibility of the tenant. These responsibilities are outlined in detail in our 'Our House, Your Home' information leaflet.
- **Debtors (Scotland) Act 1987 (as amended):**
This Act allows court applications for wage arrestments, inhibitions, payment of debt and time to pay orders.
- **The Bankruptcy and Diligence etc. (Scotland) Act 2007:**
This Act amends the Debtor (Scotland) Act 1987 changing many aspects of arrestment.

5. MAINTENANCE RESPONSIBILITIES

Association Responsibilities

In accordance with the Tenancy Agreement, the Association must:

- Ensure the house is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation.
- Keep in repair the structure and exterior of the house;
- 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.

Tenant Responsibilities

The tenant also has maintenance responsibilities. The tenancy agreement states that:

'Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully or negligently or accidentally by you, anyone living with you or an invited 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;
- vandalism (subject to you having reported the damage to the police and us as soon as the damage is discovered. A crime reference number must be provided).

6. STANDARD RECHARGES

Maintaining Property to Legal Standards

A recharge will be applied when damage has been caused to the property wilfully or negligently by the tenant or a person visiting their home. In these situations, if the repair is required to ensure the property meets the standards set out in 5 above, and the tenant is unable to carry out the necessary repair work themselves, the Association will carry out the repair and can recharge the tenant for the cost of the work without requiring approval or consent. Examples include:

- Replacing broken windows (which are not subject to a crime reference number).
- Changing locks where a tenant is locked out of their property through no fault of the Association.
- Forced access by the Association to carry out legally required tenancy management or repair and maintenance works (i.e. annual gas servicing), if the tenant fails to respond to request for access, the Association will force access to the property in order to undertake the required work and recharge the tenant.

Upon Agreement with Tenant

Where a tenant is requesting the Association carries out rechargeable repairs which are not required to ensure the property meets the standards set out in section 5 above, the Association can seek to agree this with the tenant. The agreement would be required either prior to the work commencing or as soon as possible following the repair being carried out. Examples include:

- Repairing or replacing a garden fence.
- Repairing a toilet flush.
- Disposing of dumped rubbish and garden debris.

End of Tenancy

The Association will undertake a pre-termination visit, the purpose of which is to identify items of disrepair, caused by the tenant, which are beyond fair wear and tear. Where these items of disrepair are identified, the tenant will be asked to reinstate the damage. Where the tenant fails to comply with this tenancy agreement condition, then the Association can carry out the repair and recharge the cost to the tenant without tenant approval or consent and the Association will pursue the cost of reinstatement in accordance with current former tenant debt recovery procedures.

7. PAYMENT OF RECHARGES

Pursuing Payment of a Recharge

The Association will pursue payment of the recharge in accordance with our agreed debt recovery procedures. All debts owed by the tenant or former tenant will be considered when determining the level of an acceptable repayment arrangement. If the recharge is owed by a current tenant who has other debts that could lead to their eviction, for example, rent arrears, the Association will always seek to recover rent arrears first to enable the tenant to remain in their home. The Association will then seek to recover all other debts owed. This includes considering all remedies including legal action.

Low Value Repairs

There may be some cases where the cost of the repair work is less than the time and cost involved in recharging the tenant for the works. The Association will not recharge the tenant in these circumstances as it is not economical to do so. The Association will determine the value of pursuing the cost of a recharge on an individual basis. As a general guideline tenants will not be recharged if the repair costs less than £15 plus a 10% administration charge.

From time to time, other costs may be recharged to a tenant or former tenant. As with other recharges, there will be a clear audit trail for how the debt has arisen and the principles of this policy will be applied.

Write-Offs

Whilst a tenancy remains current, no debts will be written off. The tenant will be advised of all debts owed by them, and the Association will seek to recover these in order of priority i.e. debts that could result in eviction followed by any other debts.

When a debt is owed by a former tenant, it may be written off in specific circumstances, for example, when the debt is uneconomical to pursue, the former tenant has died, the Association or its agents are unable to trace the

former tenant or where the former tenant has been declared bankrupt. Where there are exceptional circumstances that need to be considered, a senior member of staff will be required to approve the recommendation for write-off.

In line with the Financial Regulations, the Managing Director has authority to approve write-offs up to the value of £1,000. Once the write-off has been approved by the Managing Director, all debts under this value can be written off. Any debts over this value must be approved by the Audit and Governance Committee before they can be written off.

8. DECIDING TO RECHARGE - INDIVIDUAL CIRCUMSTANCES

The Association understands that there may be situations where the needs and vulnerabilities of a tenant has meant they were unable to avoid or prevent the damage caused to their property. Each case should be considered on an individual basis by the Housing Officer for the area and discretion applied accordingly. If the decision is taken not to apply a recharge the reasons for this should be fully recorded for audit purposes within the OPEN Housing tenancy management system.

If the tenant disagrees that the damage was caused wilfully or negligently, and the officer has made the decision to apply the recharge, then the tenant can put their reasons in writing to the Housing Services Manager.

9. MONITORING AND REVIEW

This policy will be reviewed every three years to ensure it continues to reflect the Association's aims and objectives.

