



Policy Title: Rechargeable Repairs Policy

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Appendix 1 Equality Impact Assessment

1. Introduction

- 1.1 Southside Housing Association Ltd is committed to providing a cost effective, efficient repairs and maintenance service whilst meeting all of its legal and contractual obligations as a Registered Social Landlord.
- 1.2 The Association recognises that it is sometimes necessary to complete repairs which fall outwith the Association's responsibility as determined by the division of responsibilities between the customer and the Association in the tenancy agreement. The Association has therefore set out clear rules for the recharging of such repairs and to ensure that any repair completed day to day or through the voids process that can be attributed to the responsibility of the customer should be recharged as appropriate.
- 1.3 By introducing this policy, we aim to define a clear standard by which staff can identify a rechargeable repair, apply our policy clearly, consistently and fairly with customers and adopt a proactive approach with customers in advising them of their responsibilities as tenants.

2. Scope of the Policy

- 2.1 This policy applies to customers living in Southside rented homes and Mid-Market Rent properties.

3. Policy Aims and Objectives

- 3.1 The aims of this policy are:
 - To comply with legal duties, regulatory requirements and good practice standards.
 - To contribute to the efficient and effective maintenance of the Associations housing stock
 - To make best use of the financial resources available to protect the asset base and ensure the sustainability of the Association's properties.
 - To promote a responsible attitude by tenants towards their property by ensuring that costs are pursued from those who are negligent or deliberately cause damage.
- 3.2 The objectives of the policy are:
 - To ensure that all internal procedures supporting this policy are clear, comprehensive and available to all staff, ensuring a consistent approach to managing, implementing and budgeting for all aspects of the service.
 - To comply with the Association's Financial Standing Orders
 - To clearly define the responsibilities of tenants and the Association in relation to repairs and maintenance

- To recover the cost of rechargeable repairs from current and former tenants.
- To maximise income by the recovery of debts owed relating to rechargeable repairs and thus demonstrate value for money within the Repairs Service.
- To promote an equitable service by ensuring that tenants who incur charges are held responsible.
- To maximise the resources available to allow re-investment in our stock and provide services to our customers.
- To offer appropriate professional support and guidance to tenants to increase their ability to pay and manage their debt.
- To provide clear and accessible information and advice to tenants in order to prevent rechargeable repairs occurring and to deter neglect of properties.
- Delegate authority from the Management Committee to staff to manage rechargeable repairs within the policy framework set out in the rest of the document.

4. Definitions

4.1 Rechargeable repairs will occur because of a variety of circumstances. These include: -

- Where the repair falls outwith the Association's responsibilities as set out in the tenancy agreement but has been requested by the tenant in the knowledge that a charge will be levied.
- Where the repair is the result of wilful action or negligence on the part of the tenant, other household members or visitors to the property.
- 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 property
- Where a tenant has been given reasonable notice in writing to rectify damage or alterations which were identified during the pre-termination of tenancy inspection as being the responsibility of the tenant and has failed to do so.
- Where damage or alterations are identified during the void property inspection at the end of tenancy which are deemed to be rechargeable and repairs must be carried out before the house can be relet.
- The cost of removing unauthorised items left in a property at tenancy termination.
- Where repairs are carried out by the Association at the tenants' request for example gaining access or lost or broken keys.
- Damage to furniture provided as part of an inventory or missing items of furniture.

5. Legal and Regulatory Framework

5.1 In approving and implementing the rechargeable repairs policy and associated procedures the Association aims to comply with the following legislation:

- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2014
- Data Protection Act 2018 and the UK General Data Protection Regulation
- Equality Act 2010

5.2 Various contractual terms are imposed via relevant tenancy agreements. The Association shall ensure all its practices accord with these terms and requirements.

5.3 In common law there is an implied obligation on a landlord to maintain the property for the duration of the tenancy in a tenable and habitable condition, including an obligation to carry out necessary repairs. The obligation to provide a habitable house is wider than the issue of repairs, and includes, for example, dampness free and keeping the house wind and watertight as a principal obligation. The Association will through this policy comply with these obligations.

6. Scottish Social Housing Charter

6.1 The Scottish Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Charter replaces the Performance Standards and states in terms of maintenance landlords should:

Manage their business so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard by April 2015 and continue to meet it thereafter, and when allocated, are always clean, tidy and in a good state of repair.

Manage their businesses so that tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

Manage all aspects of their business so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

6.2 Social landlords are responsible for meeting the standards and outcomes set out in the Charter. The Scottish Housing Regulator is responsible for monitoring, assessing and reporting on how well social landlords, individually and collectively, achieve the outcomes.

- 6.3 We will, through operation of this policy and supporting procedures, demonstrate compliance with the Scottish Social Housing Charter.
- 6.4 The Scottish Housing Regulator's approach to monitoring landlords' achievement of the outcomes and standards in the Charter will be based on the landlord's performance information and their own assessment of their performance. For each year ending on 31 March, landlords will be expected to:
- Measure and assess their performance in progressing towards or achieving the Charter outcomes and standards.
 - Provide the Regulator with key performance information on their achievement of the outcomes and standards.
 - Report their performance to their tenants and other service users who use their services.
- 6.5 The Association will review each element of the Charter with its tenants and agree locally based standards designed to demonstrate the achievement of outcomes.
- 6.6 The Charter standards and outcomes that are most relevant to rechargeable repairs are as follows:

Charter Standard 4: Quality of Housing

Tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) 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 (EESH) by December 2020.

Charter Outcome 5: Repairs, maintenance and 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.

Charter 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.

7. Rechargeable Repairs Categories

7.1 Tenant Obligations

- 7.1.1 Under the terms and conditions of the Scottish Secure Tenancy Agreement (SST), the tenant is responsible for certain items of repair. If the tenant fails to carry out these repairs, a recharge will apply although the tenant should first be given the opportunity to rectify the situation, where this is appropriate.

7.2 Unauthorised Alterations

7.2.1 Under Section 5.26 of the Tenancy Agreement, the Association may attach reasonable conditions before granting permission for authorised alterations. Where tenants have carried out unauthorised repairs and unless there is an immediate Health & Safety risk, they should be given 28 days to rectify the faults or reinstate to original condition.

7.2.2 A tenant can apply for retrospective authorisation which will normally be granted providing the work complies with any legal or regulatory requirements and has been carried out by a competent tradesperson.

7.2.3 Where the Association has granted permission for alterations, it will reserve the right to make good the work or reinstate the property to its previous condition and recharge the tenant accordingly.

7.3 Deliberate Damage or Damage Due to Neglect

7.3.1 Where damage has occurred as a result of deliberate abuse or wilful negligence by the tenant, their family or visitors, the necessary repair work will be rechargeable. Wilful negligence will also include the disposal of unsuitable items such as cooking fat, nappies, baby wipes etc via sinks toilets and drains. If the tenant wishes to undertake the remedial work themselves, they will be given 28 days to do so.

7.3.2 The Association will inspect any work carried out by the tenant to ensure it complies with our specification standards. Where it fails to meet our current guidelines, the Association reserves the right to recharge for any remedial work required.

7.4 Void Properties, Transfers and Mutual Exchanges

7.4.1 Where unauthorised alterations or damage is identified during the inspection process, or where unauthorised items are left in the property, the tenant will be advised of the cost of reinstatement.

7.4.2 In the case of former tenants, the Association will pursue the former tenant for the debt. Failure to repay any outstanding monies will result in the recharge costs remaining on file and should they subsequently apply for a further tenancy, this must be repaid or a repayment arrangement entered into and maintained prior to being accepted for housing, in line with the suspension policies contained within the Associations Allocation Policy (see Transfers below).

7.4.3 In the case of transfers and mutual exchanges, the tenant should be given the opportunity to rectify the faults or pay the costs of the remedial works. The transfer or mutual exchange will not be granted until the costs have been paid or an arrangement to pay is in place.

7.5 Accidental Damage

7.5.1 Where accidental damage has occurred to fixtures and fittings, we will take into account the circumstances and the damage caused versus the lifespan of the product before reaching a decision on whether to recharge.

7.6 Damage Caused by Police Scotland Following a Lawful Forced Access

7.6.1 Where Police Scotland execute a warrant or otherwise exercise a permissible forced access in good faith based on evidence and complaints then the tenant is responsible for the cost of making good any damage (e.g., repair or replacement of external doors) and will be recharged.

7.6.2 In other circumstances the Association will liaise with Police Scotland for reimbursement of costs.

7.7 Misuse of the Repairs Service

7.7.1 Where tenants misuse the out of hours service, the tenant will be recharged any call out fee. Abortive call out costs for all types of repair categories when the tenant has agreed in advance the time for access and fails to give access will also be rechargeable.

8. **Identifying Rechargeable Repairs**

8.1 A rechargeable repair can be identified in a number of ways:

- When a repair is reported by the tenant.
- Through a repairs pre inspection.
- During a routine visit to a property by Association staff.
- Through a pre termination inspection
- Through a void inspection
- Feedback from a stock condition survey

8.2 Where a tenant has agreed to carry out repairs or if those repairs do not meet acceptable standards the necessary remedial works will be recharged.

9. **The Cost and Extent of Rechargeable Repairs**

9.1 In all cases tenants will be liable for labour and materials, including any additional labour rate charges for an emergency response. However individual circumstances will be considered, and discretion applied for older people or other vulnerable groups.

9.2 The Association has identified the following as being typical examples of rechargeable repairs. However, this list is not comprehensive and will be subject to periodic review:

- Loss of keys which necessitates forced entry. Tenants will be held liable for repairs to door and frame, replacement locks and additional keys if

required. Recharge will also apply where a forced access takes place (for example to complete a gas or electrical safety check as the tenant has been offered reasonable opportunities to allow access and has failed to do so). Tenants will be advised of this recharge as part of the access process to encourage their cooperation.

- Damage caused by vandalism, break-ins or an attempted break-in where the tenant has not reported the incident to the police. Tenants will be held liable for initial board up costs to secure the property and subsequent repairs.
- Careless or malicious damage to the fabric, fixtures or fittings within the property caused by the tenant, members of the family, or visitors to the property. Tenants will be charged the full cost for repair or replacement.
- Failure of appliances, fixtures or fittings provided by the tenant, but excepting items adopted by the Association for maintenance purposes. This includes damage caused by the improper fitting of showers, washing machines, dishwashers or sanitary fittings and includes any consequential damage to neighbouring properties. Tenants will be charged the full cost of remedial works.
- Failure to provide access where an arrangement has been made for a tradesman to call at a specific time. Tenants will be charged the labour cost incurred for such 'no access' calls.
- Failure of tenants' electrical appliances which result in attendance by an Association contractor to reset/repair the electrical installation. Tenants will be charged for all labour and materials.
- Garden maintenance within the curtilage of the home which is the responsibility of the tenant
- Additional services offered to tenants not covered by their rent charge such as the provision of additional door keys or door entry fobs.

9.3 At the commencement of the tenancy tenants are encouraged to take out adequate house contents insurance including the option of covering accidental damage. Existing tenants will regularly be reminded of the advantages of having insurance in place.

10 Exceptions to Charging

10.1 As stated earlier individual circumstances will be considered, and discretion applied when considering if repairs should be recharged. Considerations in whether to levy a recharge will include:

- The age of the customer
- The customers understanding of their responsibility

- Any vulnerability indicators
- Particular circumstances under which the repair was carried out
- The nature of the repair carried out
- Any history of previous rechargeable repairs

10.2 The following circumstances would not normally incur a recharge:

- Where the emergency services force access due to concerns for the safety of a tenant within their home.
- Where the damage to a property is as a result of domestic abuse, harassment or hate crime, where the tenant is cooperating with Police Scotland and or other agencies.
- Vandalism where the tenant has reported the incident to Police Scotland and has a Police incident number.
- Where the tenancy has ended due to the death of the tenant and there is no estate or credit on the rent account.
- Where the repair is a result of fair wear and tear.

11 Procedure for Notification of Recharges

- 11.1 All requests for a repair that are considered rechargeable by the Association's staff will be discussed with the tenant at the initial point of contact. Clear and consistent information and advice will be provided to the customer. This will involve explaining repairs responsibility, with particular reference to the Scottish Secure Tenancy Agreement.
- 11.2 Reflective of paragraph 5.9 of the Scottish Secure Tenancy Agreement, the tenant will be issued with a letter together with estimated costs.
- 11.3 On completion of the repair, tenants will be invoiced for the full costs. The tenant will be advised of the requirement to repay the outstanding debt in one payment with the option to discuss the matter under a payment plan agreement.
- 11.4 In some instance a rechargeable repair may not come to light until after works have been carried out, normally where the repair has been ordered via the Association's Out of Hours Emergency service. Any such repairs should be identified the first working day following the incident and the tenant contacted to confirm the recharge and make arrangements to pay.
- 11.5 If an arrear is outstanding for a rechargeable repair and a subsequent rechargeable repair is requested, this new repair will not be carried out by the

Association until the account has been cleared. This will not apply if there are health and safety implications, if repairs are required to keep the property wind and watertight or if the repair is covered by right to repair legislation.

- 11.6 Payment will be pursued in accordance with the Association's Financial Regulations and arrears policy. The repayment of rent and service charge arrears will take priority over the collection of recharges.

12. Effect of Rechargeable Repairs on Other Issues

12.1 Transfers

12.1.1 Applications for transfer will be subject to the Allocation Policy suspension provisions where a rechargeable repair is outstanding, is equivalent to 1 months rent or more and where an arrangement to pay has not been adhered to for at least 3 months. The Association recognises that in certain circumstances it is appropriate to allow a transfer to proceed e.g. on health grounds. Transfer applications will be considered by Southside staff based on the circumstances of the applicant.

12.1.2 Where a transfer is approved, the Association will continue to pursue the outstanding debt in accordance with our Financial Regulations and arrears policy.

12.2 Mutual Exchanges

12.2.1 Applications for mutual exchange will be subject to the Allocation Policy suspension provisions where a rechargeable repair is outstanding, is equivalent to 1 months rent or more and where an arrangement to pay has not been adhered to for at least 3 months. However, the Association recognises that it may be appropriate to allow an exchange to proceed in certain circumstances.

12.2.2 Mutual exchange applications will be considered by Southside staff based on the circumstances of the applicant.

12.2.3 Where a mutual exchange is approved, the incoming tenant must accept responsibility for the items of repair which are incomplete, with the cost of any completed rechargeable repairs being held against the former tenant.

13. Right to Repair

13.1 Where a tenant has been awarded compensation under the Right to Repair Policy, the Association reserves the right to deduct any award from the balance of a rechargeable repair account.

14. Right to Compensation

14.1 Where a tenant has been awarded compensation under the repairs and Maintenance Policy Right to Compensation, the Association reserves the right

to deduct the value of outstanding rechargeable repair accounts from the compensation payment.

15. Abandoned Tenancies/ Voids

- 15.1 In the event of a recharge being identified where a property has been abandoned or terminated without a forwarding address the Association will hold the cost of recharges on record and pursue recovery of these costs if a forwarding address is made known at a later date.

16. Tenancy Reports

- 16.1 Where a tenancy report is requested by another landlord, the Association will notify the prospective landlord of any outstanding rechargeable repairs.

17. Write Offs

- 17.1 Rechargeable repairs by former tenants where there is no prospect of recovery will be classified as bad debts. Rechargeable repairs where individual circumstances determine that there is little prospect of recovery will be classified as doubtful debts.
- 17.2 Reports will be presented, on a six-monthly basis, to the Operations Sub Committee. These will, first of all, detail information on irrecoverable bad debts for former tenants where there is no prospect of recovery. Secondly, it will detail information on doubtful debts where contact information is available for the former tenant, but recovery is unlikely in the short term given the level of the debt or the limited means available to the former tenant. Further categorisation of debt will include details such as tenant deceased former tenant with no forwarding address etc. Approval to write these debts off will be sought.
- 17.3 Appropriate information will be retained on file relating to the recharges and action to recover monies due will be recommenced in the event on new information being available. In these circumstances the debt will be written back to the former tenants account to allow for payment.

18. Training and Development

- 18.1 Staff responsible for implementing the Associations policy on rechargeable repairs will have training appropriate to their needs and to the needs of the Association identified within their Personal Training Plans to ensure the aims of the policy are met.

19. Equality and Human Rights

- 19.1 In applying the Rechargeable Repairs Policy, SHA will ensure it complies with the Equality Act 2010. The Act makes it unlawful to discriminate against, harass or victimise a person because they have one or more of the following protected characteristics: age, disability, gender reassignment, marriage and

civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.

- 19.2 An Equality Impact Assessment (EqIA) (Appendix 1) has been carried out in relation to this policy to assess the positive and negative Equality Impacts of this Policy.

20. Data Protection

- 20.1 SHA will treat all personal data in line with our obligations under the Data Protection Act 2018, the UK General Data Protection Regulation and the SHA Privacy Policy and Data Retention Policy. Information regarding how SHA process personal data and the legal basis for processing personal data is set out in SHA Fair Processing Notices.

21. Delegated Authority

- 21.1 Delegated authority is granted by the Management Committee through the SHA Scheme of Delegated Authority to the Chief Executive and SHA staff to operationally interpret and implement the Rechargeable Repairs Policy and associated procedures.

22. Resources

- 22.1 We will provide sufficient staff and staff training resources to administer the Rechargeable Repairs Policy. Successful pursuance of the costs of rechargeable repairs will ensure these costs are not being met from rents and do not place a burden on the responsive repairs and voids budget.

23. Monitoring and Reporting

- 23.1 The Director of Property Services is responsible for ensuring the implementation of this policy and supporting procedures by staff, and for the maintenance of all the necessary records on the housing system to enable the compilation of regular reports on performance.

- 23.2 Targets will be set for monitoring performance for each aspect of dealing with the process of rechargeable repairs.

- 23.3 The Operations Sub Committee will receive reports from the Director of Property Services to allow effective monitoring of the policy and implications for other policies. These reports will include:

- Number and value of rechargeable repairs ordered
- Number and value of rechargeable repairs where an account is created and the tenant/ former tenant charged.
- Collection rates as percentage of rechargeable repair debt.
- Equalities information will be included in reports where appropriate to identify any particular issues or impacts

23.4 Our performance will be regularly benchmarked against other comparable landlords and in particular through the Scotland's Housing Network Benchmarking Groups.

24. Risk Management

24.1 The management of repairs and maintenance represents risk to SHA in the following ways:

- Repairs expenditure increases as repair items covered by this policy are not subject to recharges.
- Income required to meet the cost of services is not collected
- Expenditure not properly managed may have implications for the budget and the Association's financial and business plans
- Service standards not being consistently applied may lead to customer dissatisfaction

24.2 In consideration of the importance of these risks the effective management of this policy is vital. By having a written rechargeable repairs policy and procedure the Association is able to ensure that a consistent uniform and professional approach is adopted and the service delivered is compliant with legislation and best practice.

24.3 SHA consider and review risk at both a strategic level through monitoring of the Corporate Risk Register by Finance & Corporate Services Sub Committee and Management Committee, and at an operational level through the Operational Risk Register monitored by the SHA Managers Group.

25. Links with Other SHA Policies

25.1 The Association recognises that repairs and maintenance is dependent on policies and performance in a variety of service areas, including:

- Repairs and Maintenance
- Planned and Cyclic Maintenance
- Allocations
- Neighbour Disputes and Anti-Social Behaviour
- Void Management
- Asset Management
- Estate Management Policy
- Abandoned Tenancies

26. Openness and Transparency

26.1 This policy will be published to the SHA website. Associated Repairs and Maintenance documents and information are available on request from the Association subject to statutory exemptions and exceptions which may be applied to release in terms of the Freedom of Information (Scotland) Act 2002

(FOISA) and the Environmental Information (Scotland) Regulations 2004 (EIR).

26.2 SHA will always exercise a presumption to publish information in relation to repairs and maintenance which is in the public interest unless there is a compelling reason as set out in FOISA or the EIRs not to publish.

27. Review

27.1 This policy will be approved by the Management Committee. It will be reviewed every three years unless amendment is prompted by a change in legislation, operational requirements, customer feedback or as dictated by our risk management strategy.

27.2 This policy will be reviewed every three years, or sooner, in the event of a significant legal or regulatory change which affects this policy, a change in operational requirements or as dictated by our risk management strategy.

27.3 In reviewing rechargeable repairs, we will incorporate tenant feedback on the process and customer satisfaction surveys. This feedback will be analysed to inform reviews of the service as will complaints and comments from tenants.

27.4 The policy, in parts, attempts to summarise current legislation. In any case of conflict between the two, legislation will always take precedence.

28. Complaints and Appeals

28.1 If anyone feels that they are dissatisfied with the service, they have received as a result of this policy they have the right to complain and should be encouraged to use the Associations Complaints Procedure.

28.2 Further information on how to make a complaint is available from the SHA website. Complaints can be made via the website, in person in writing or by email, or by telephoning the SHA office.

28.3 We will attempt to resolve complaints quickly through front line resolution by the staff who receive the complaint. Where this is not successful or where the complaint has been categorised as constituting a serious service failure, we will carry out a full complaint investigation.

28.4 Beyond SHA's two stage internal procedure, complainants have a right to refer their complaint to the Scottish Public Services Ombudsman (SPSO) for an independent external review. SHA's Complaints Handling Procedure details the way in which complaints can be made to the SPSO, and the timescales for responding



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