



Rechargeable Repair Policy

January 2020

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1.0 Introduction

- 1.1. Southside Housing Association registered as a social landlord (RSL) in 1971 and has charitable status. The Association operates in the south west of Glasgow and currently owns and manages 2450 properties across a range of tenures.
- 1.2. Southside Housing Association is committed to maintaining its properties to a high standard. This standard is achieved through our maintenance, estate management and rechargeable repair policies.
- 1.3. We expect our tenants to conduct their tenancies in a reasonable manner and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally.
- 1.4. If a tenant has damaged their property or failed to take care of it, we may charge for the costs of repair.
- 1.5. Rechargeable repair costs are incurred where the Association carries out repairs which are not covered under the terms of the tenancy agreement.
- 1.6. This policy has been developed to take account of Legislative, Regulatory and good practice requirements in connection with the service delivery of this area of operation.
- 1.7. The Association will not make a profit from rechargeable repairs, but only recover the costs and ensure tenants remain responsible for their actions or omissions.
- 1.8. This policy applies to all Southside Housing Association Scottish Secure Tenants.

2.0 Aims and Objectives

- 2.1 The Rechargeable Repair Policy aims to ensure that the Association appropriately identifies, records, monitors and recovers costs associated with Rechargeable Repairs.
- 2.2 Our objectives include:
 - 2.2.1 Providing a prompt, efficient and cost effective rechargeable repair service;
 - 2.2.2 Ensuring that systems are in place to enable the Association to comply with its duties in relation to rechargeable repairs;

- 2.2.3 Having systems and procedures in place, which ensure the rechargeable repairs process is clear, accessible and transparent for the tenant; and
- 2.2.4 Operating an effective monitoring system, including audit trails and reporting systems that ensure compliance with the rechargeable repairs process;
- 2.3 We aim to provide value for money by using competitively priced contractors sourced through procurement. Details are contained in the Maintenance Policy and Procurement Policy.
- 2.4 We aim to ensure that the Association is not funding from rents, repairs which are the responsibility of individual tenants.
- 2.5 To deter neglect and vandalism of our properties

3.0 Expected Outcomes

- 3.1 Key outcomes of operating an effective Rechargeable Repair Policy include:
 - 3.1.1 Ensuring that properties are well maintained, safe, secure and in line with the requisite standards;
 - 3.1.2 Delivering 'value for money'; and
 - 3.1.3 To ensure procedures are reviewed as a result of tenant feedback, satisfaction and complaints procedures;

4.0 Informing Stakeholders

- 4.1 We will promote our Rechargeable Repair Policy through our newsletter, website social media feeds and tenancy handbook.

5.0 Legislation and best practice

- 5.1 The Association will comply with all legal requirements regarding housing quality, repairs, maintenance and improvements to ensure that the rechargeable repair policy and procedures aid this process, including but not limited to:
 - The Health & Safety at Work Act 1974;
 - The Housing (Scotland) Act 2001 as amended;
 - Data Protection Act 1998; and;
 - The Scottish Social Housing Charter;
 - Gas Safety (Management) Regulations 1996;

- Environmental Protection Act 1990;
- Electrical Equipment (Safety) Regulations 1994;
- Energy Performance of Buildings (Scotland) Regulations 2008;
- Fire (Scotland) Act 2005;
- Fire Safety (Scotland) Regulations 2006;

5.2 The legislative requirements include the need to comply with the range of health and safety duties imposed upon landlords; and various landlord responsibilities set out in the Housing (Scotland) Act 2001 as amended, to ensure that a duty of care to our tenants is maintained.

5.3 Common law, statute and the contractual obligations within our Tenancy Agreement set out our responsibilities as landlord and those of our tenants.

5.4 These are summarised in our Tenancy Agreement and Tenants Handbook.

6.0 Business Plan and Risk Management

6.1 Our Business Plan assumes that rechargeable repairs will be pursued and recovered where appropriate. We therefore seek to mitigate against business risk through effective management and maximising our recovery of rechargeable repairs.

7.0 Compliance with Regulatory Standards

7.1 The Association aims to meet the Scottish Government Social Housing Charter outcomes/standards 1, 2, 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 2: Communication** – Social landlords manage their business so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.
- **Outcome 3: Participation** - Social landlords manage their businesses so that tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with

- **Standard 4: Quality of Housing** – Social landlords manage their businesses so that 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 (ESSH) by December 2020.
- **Outcome 5: Repairs, Maintenance & Improvements** – Social landlords manage their businesses so that tenant’s 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.

8.0 What is a Rechargeable Repair?

8.1 All rechargeable repairs are identified in line with the relevant sections contained within the Scottish Secure Tenancy Agreement (*See Appendix 1*). The Association may make a charge in the following situations;

- 8.1.1 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 household or a visitor to the property
- 8.1.2 If we carry out a repair that we later find out is not the responsibility of the Association e.g. repairs to tenant alterations
- 8.1.3 Where due to the tenant’s actions or inactions, the Association is forced to incur costs e.g. repeated ‘no access’ charges from a contractor
- 8.1.4 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
- 8.1.5 Where the police force entry under warrant and the tenant is convicted of the associated crime
- 8.1.6 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
- 8.1.7 Where the rechargeable repair is subject to a building insurance claim, the person being recharged will only be liable for the insurance excess

8.1.8 Where individuals fail to maintain common parts or maintain their garden where they have exclusive use of it

8.1.9 As a result of consequential damage by the actions of the tenant, member of their household or visitor to the property e.g. a burst pipe as a result of hammering a nail when laying a floor

9.0 Exceptions to Charging

9.1 In situations where emergency services force access to secure the safety of a resident from their home

9.2 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

9.3 Where Police can confirm they have a report of an incident and if necessary can provide a crime reference number

9.4 In situations where damage was caused as a result of fair wear and tear

9.5 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

9.6 Where Estate Management have authorised that bulk items of furniture may be left within the property at change of tenancy

9.7 Any other significant reason at the discretion of the Maintenance Manager, details of the decision to be fully recorded on internal systems.

10.0 Processing a Rechargeable Repair

10.1 When a repair is classified as rechargeable, **the Repairs Department will contact the tenant to provide an estimate of cost for carrying out the works.** The Repairs Department will be sensitive to exceptions to charging.

10.2 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.

- 10.3 Within 5 working days of the repair being completed the Repairs Department will issue written confirmation (*see Appendix 3*) to the tenant including details of the rechargeable repair and estimated cost.
- 10.4 In certain circumstances a rechargeable repair may come to light after it has been carried out. This will normally happen when the repair was reported to the out of hour's emergency contractor. In this situation, the Repairs Department will issue written confirmation (*see Appendix 3*) to the tenant including details of the rechargeable repair and estimated cost within 5 working days.
- 10.5 Rechargeable repairs may be identified prior to a tenancy ending. In these circumstances, individuals will be advised by the Estate Management Department 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, unless alternative arrangements have been previously agreed with the Estate Management Department, or a charge will be raised at their forwarding address.
- 10.6 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 occur.

11.0 Invoicing Rechargeable Repairs

- 11.1 On completion of the rechargeable repair and receipt of the invoice from the contractor, the Repairs Department will pass details to the Finance Department within 14 days. In turn the Finance Department will issue an invoice and cover letter to the tenant within 14 days (*see Appendix 4*).
- 11.2 Charges for rechargeable repairs are based on current repair costs, including materials and labour from the agreed Associations Schedule of Rates. However, in the case of emergency repairs, an additional fixed call out charge will be made.
- 11.3 The tenant will be required to settle the account or make arrangements to pay the account within 28 days of it being issued.
- 11.4 If no response is received within the 28 day timescale, than a final reminder (*see Appendix 5*) will be sent by the Finance Department giving a further 14 days to settle the account or make arrangements to pay it.
- 11.5 The association will accept payment by instalments and a repayment plan must be agreed at the earliest opportunity with our Finance Department.

12.0 Disputes

- 12.1 Disputes may 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 association's complaints procedure will be followed.

13.0 Pursuing Unpaid Rechargeable Repairs

- 13.1 The Associations approach to managing and recovering rechargeable repair debt is based on establishing direct personal contact with tenants who have failed to make contact or broken a repayment arrangement.
- 13.2 Our aim is to have rechargeable repair debt cleared or, if this is not possible, to agree a realistic repayment arrangement which the tenant will adhere to. The arrangement will seek to reduce the debt as quickly as is reasonable, based on an assessment of the tenant's household income and expenditure.
- 13.3 The Finance Department will review all rechargeable repair accounts monthly, taking follow-up action in all cases that require this. Where necessary, we will provide clear advice about the steps that we may need to take next, unless the tenant engages with us to reduce their rechargeable repair debt.
- 13.4 As at all other stages, efforts to recover the debt owed will be accompanied by offering any practical support tenants may need, for example help with income maximisation, referral to debt management advice and referral to any relevant external services.
- 13.5 The Finance Department will be sensitive to the stress caused by financial hardship and debt, and will aim to be flexible and to take account of all relevant circumstances.
- 13.6 Subsequent rechargeable repairs for tenants who have failed to make contact or broken a repayment arrangement will be at the discretion of the Maintenance Manager. This decision will be based on health and safety issues, legislation and the willingness to enter into a repayment plan.
- 13.7 Tenants who have failed to make contact or broken a repayment arrangement may only receive a statutory reactive repairs service (*See Appendix 2*) until the rechargeable repair debt is cleared or an arrangement has been maintained for three consecutive months.
- 13.8 Under the Housing (Scotland) Act 2001 as amended, 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 their application for internal transfer may be at risk.

14.0 Write off Procedure

- 14.1 At the end of each financial year, the association will write off rechargeable repair debts in the following categories:
 - 14.1.1 Former tenants with no payments in the last year
 - 14.1.2 Former tenants with no forwarding address
 - 14.1.3 Deceased
- 14.2 Write offs of rechargeable repairs are for financial records only and our Finance Department will still pursue cases where ever possible.

15.0 Complaints

- 15.1 All complaints received in relation to the Association's rechargeable repairs activities shall be dealt with in accordance with the Association's Complaints Handling Procedure (CHP).
- 15.2 Complaint outcomes shall be used to improve the rechargeable repair service, where a clear service failing has occurred.

16.0 Equality and Diversity

- 16.1 We want equality and fairness to be central to how we deliver our services to our diverse communities. SHA recognises our obligations under the Equality Act 2010 to eliminate unlawful discrimination and harassment, advance equality of opportunity, and to promote good relations between all sections of our communities. Beyond meeting our legal duties, we also recognise that promoting equality and fairness is simply the right thing to do. We want SHA to be recognised as an open and welcoming place for all.
- 16.2 In applying this Policy, SHA will comply 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.
- 16.3 SHA has set specific equality and diversity standards, as stated in our Policy on Equality and Diversity. These standards apply to all of our services, including the Repairs and Maintenance function.

16.4 The Human Rights Act 1998 specifies that every individual has the right to own and enjoy the ownership of property; the right to respect for private life; the right to respect for family life; and the right to respect for their home. The Act provides protection against discrimination with regard to any of these rights and could affect many of the housing and other services that SHA provides, including those outlined within the Property Maintenance Policy.

17.0 Policy Review

17.1 The Association will review this policy every 3 years, more regular reviews will be considered where, for example, there is a need to respond to new legislation/policy guidance.

17.2 Reviews will incorporate changes to legislation and regulations, tenant feedback and good practice.

Appendix 1: Tenant and Landlord Repairs Responsibilities

Doors	Southside	Tenant
Door Bell		√
Door Entry System	√	
Door Chain		√
Door Handles – except bathroom door handles		√
Door Name Plate		√
Door Spy Hole	√	
Door Locks	√	
Draught Excluders	√	
Letterbox	√	
Communal Close Doors	√	
All Doors	√	
Keys Lost		√
Forced Entry	√	
Burglary	√	
Door Frames Facing and Skirting	√	
Kitchen		
Cooker (Unless provided by the Association)		√
Cooker Socket	√	
Filters for Cooker Hoods		√
Kitchen Units	√	
Kitchen Worktop	√	
Sink Bowl and Drainer	√	
White Goods (Unless provided by the Association)		√
Plumbing		
Blocked sink, WHB, bath or toilet	√	
Domestic Cold Water Supply	√	
Internal/External Pipes and Drains	√	
Downpipes and Gutters	√	
Hot Water Supply	√	
Plugs and Chains		√
Tap Washers	√	
Damage to Sinks or Sanitary Ware		√
Underground Pipe Burst	√	
Fires		
Gas Boilers	√	
Radiators	√	
Heating Controls	√	
Gas Servicing	√	
Windows		
Glass unless damaged by vandalism	√	
Windows (Frames, Catches and Handles)	√	

Appendix 1: Tenant and Landlord Repairs Responsibilities – continued

Electrical	Southside	Tenant
Extractor Fans	√	
Communal TV or Satellite Aerial	√	
TV Aerial Socket	√	
Individual TV or Satellite Aerial		√
Light Fittings (Excluding Table Lamps)	√	
Plugs (Including Fuses)		√
Light Bulbs and Tubes (With the exception of properties where there is enclosed lighting that require fluorescent butterfly tubes installed in bathrooms)		√
Mains Wired Smoke Alarms	√	
Carbon Monoxide Detector (Where installed by the Association)	√	
Consumer Unit	√	
IEE Safety Inspections (5 year periodical safety inspections)	√	
Reset Trip Switch		√
Bathroom		
Bath	√	
Shower (Where installed by the Association)	√	
Shower Curtains		√
Toilet Seat		√
WC and Wash-handbasin	√	
Structure		
Roofs (Including Anchor Inspection)	√	
Ceilings	√	
Floors	√	
Roughcast and Plastering	√	
Stairs	√	
Handrails	√	
Walls (Including Plaster Repairs)	√	
Wood Cladding	√	
Grass Cutting of Individual Gardens & Common Areas	√	
Close Cleaning	√	
Tenants Garden Maintenance		√
Loft Insulation	√	
Cavity Wall Insulation	√	
Tenants Own Security Lighting		√
Lifts		√
Fire Safety Equipment		√

Water Tanks and Pumps		√
CCTV		√

Appendix 1: Tenant and Landlord Repairs Responsibilities – continued

Other	Southside	Tenant
Bin Stores	√	
Clothes Poles	√	
Fencing	√	
Internal Decoration		√
External Decoration	√	
Pest Infestation	√	√
Carpets and Personal Belongings		√
Insurance		
Home Contents		√
Building Insurance	√	

We may offer advice on the eradication of common household insect infestation before dispatching a specialist contractor.

Appendix 2 - Statutory Reactive Repairs Service

Repair Description	Qualifying Right Repair to
Blocked or Leaking Foul Drains, Soil Stacks, or Toilets where there is no other toilet in the house.	√
Blocked sink, bath or drain	√
Loss of Water Supply	√
Significant Leaks or Flooding from water or heating pipes, tanks or cisterns.	√
Toilet not Flushing where there is no other toilet in the house.	√
Partial Loss of water supply.	√
Blocked Flue to Open fire or Boiler	√
Loss or Partial Loss of Gas Supply	√
Loss or Partial Loss of Space or Water Heating where there is no alternative heating available.	√
Loss of Electrical Power	√
Unsafe power or lighting socket or electrical fitting	√
Partial loss of electric supply	√
Mechanical extractor fan in internal kitchen or bathroom not working.	√
Insecure Internal window door or lock.	√
Loose or detached bannister or handrail	√
Unsafe timber flooring or stair treads	√
Insecure External Doors	√
Insecure Locks	√
Unsafe Access Path or Step	√

Appendix 3

Dear

Rechargeable Repair Invoice

I write to inform you that it is the intention of the Association to charge the cost of the following repair carried out to your property, as it is a re-chargeable repair as defined by the Association:

- Details of Repair
- Date Repair Completed

You will be required to pay the cost of this repair, estimated at £_____ within **28 days** of being sent an invoice for the works.

Should you wish to discuss this further then please contact me directly on 0141 422 1112 (option 1).

Yours sincerely

Repairs Assistant/Co-Ordinator

Dear

Rechargeable Repair Invoice

Reference: SALES LEDGER REFERENCE

Please find enclosed the invoice for the re-chargeable repair as detailed below:

- Details of Repair
- Date Repair Completed

This invoice is due for payment to the Association within **28 days**.

Ways to Pay

You can use the enclosed AllPay card to pay your rechargeable repair invoice at any Post Office or PayPoint outlet. You can also pay over the telephone using AllPays 24 hour payment line 0844 557 8321. Payments can be made using a debit card and following the simple instructions.

It's important to let us know as soon as possible if you don't think you can pay your invoice.

There are a number of ways we can help:

- We can agree to a manageable repayment plan
- We can help you access our Money Advice Service

Should you wish to discuss this further then please contact me directly on 0141 422 1112 (option 4).

Yours sincerely

Finance Assistant

Encs

Dear

Rechargeable Repair Invoice – Final Reminder
Reference: SALES LEDGER REFERENCE

An invoice for a rechargeable repair carried out in your home was recently sent to you. The enclosed invoice is due for payment to the Association within **14 days**.

Please do not ignore this invoice, failure to make payment or adhere to a repayment plan may result in:

- Your home being limited to a statutory reactive repairs service
- Future rechargeable repairs will be at the discretion of the Maintenance Manager
- Internal transfer applications may be at risk

It's important to let us know as soon as possible if you don't think you can pay your invoice.

There are a number of ways we can help:

- We can agree to a manageable repayment plan
- We can help you access our Money Advice Service

Should you wish to discuss this further then please contact me directly on 0141 422 1112 (option 4).

Yours sincerely

Finance Assistant

Encs