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| Policy on : | Rechargeable Repairs Policy |
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| Compliant Scottish Social Housing Charter: | 1. Equalities 2. Communication 4. Quality of Housing 5. Repairs, Maintenance and Improvements 13. Value for Money |
| Compliant with Tenant Participation Strategy : | N/A |
| Compliant with Equality & Diversity: | This report will ensure that all tenants are treated equally. |
| Compliant with Business Plan : | Yes |

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|--------------------------|-----|
| Date Approved : | TBC |
| Date for Review : | |

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| Responsible Officer : | Director of Customer Services |
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1. Introduction

The Association is responsible for the maintenance and repair of its stock, but recognises that properties can be damaged accidentally and that this is part of the day-to-day life.

Where property is damaged deliberately or where substantial damage is caused accidentally the Association must take all reasonable steps to recover the costs of making the property safe and habitable.

This policy sets out the ways in which the Association will manage these circumstances and how it will recover these costs. This policy is linked to the Association's debt recovery policy, Repairs, Maintenance Policy, and relevant procedures.

Rechargeable repairs have the potential to have a significant effect on the reactive repairs budget if not managed effectively. Whilst the Association understands that the recovery of these costs is a difficult task, there is a need for clarity on the approach for both staff and tenant in dealing with rechargeable repairs and the recovery process.

2. Aims & Objectives

To ensure efficiencies and value for money, the Association has a duty to ensure that available finance can be targeted at legitimate repairs.

The key aims of the policy are outlined as follows:

- To define what a rechargeable repair is
- To provide guidance on the circumstances when a rechargeable repair will be recharged
- To provide guidance on the circumstances when discretion may be exercised
- To outline the process of recharging for repairs
- To inform customers of various payment arrangements
- To make it easy and accessible for tenants to report a rechargeable repair and discuss methods of payment

3. Legal and Good Practice Framework

Section 31 of the Housing (Scotland) Act 2010 introduced the Scottish Social Housing Charter, which sets the standards and outcomes that all Social landlords should aim to achieve when performing their housing activities. The Scottish Social Housing Charter came into effect on the 1st April 2012 and this sets out 16 standards and outcomes that all social landlords should aim to achieve when delivering housing services. The Charter was reviewed during 2016. The revised charter was approved by Parliament and has been in effect since 1st April 2017.

The relevant Outcomes associated to this policy are:

Outcome 1 (Equalities)

'Social Landlords perform in all aspects of their housing services so that every tenant and other 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 businesses 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 4 (Quality of Housing)

'Social landlords manage their businesses so that tenant's 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'.

Outcome 5 (Repairs, Maintenance and 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)

'Social landlords manage all aspects of their business so that service users receive services that provide continually improving value for the rent and other charges they pay'.

The Housing Scotland Act 2001, covering Scottish Secure Tenancy Agreements (SST), puts Landlords under an obligation to ensure that the house is kept wind, watertight and habitable. The SST also extends to the appropriate use and maintenance responsibilities of properties and common parts, and instances when recharges can be applied to tenants.

This policy is aligned to Standards 2, 3 and 5 of the Scottish Housing Regulator's (SHR) Regulation Framework:

Standard 2

'The landlord is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and

stakeholders. In addition, its primary focus is the sustainable achievement of these priorities’.

Standard 3

‘The RSL manages its resources to ensure its financial well-being and economic effectiveness’.

Standard 5

‘The RSL conducts its affairs with honesty and integrity’

4. Definition of a rechargeable repair

The Association and its tenants share responsibility for keeping properties well maintained and safe. Both the Associations and tenants’ main responsibilities are detailed in the tenancy agreement. Appendix 1 lists the main tenant and landlord responsibilities for repairing and maintaining people’s homes.

The Scottish Secure Tenancy Agreement highlights that the tenant is responsible for repairing damage caused willfully, accidentally or negligently by the tenant, anyone living with the tenant or an invited visitor to their home. If the Association decides to carry out the repair work, the tenant must pay us the cost of the repair.

This policy defines a ‘rechargeable repair’ as one, which meets the following:

- The repair is the responsibility of the tenant to carry out (Appendix division of repair responsibility).
- The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to their property or immediate common parts
- The damage to the common area of the property is due to wilful damage, neglect, misuse or abuse by the resident, their family or visitors of a privately owned property factored by the Association.
- The tenant has failed to provide a police incident number for works they advise have been of a criminal nature
- Repairs required when a tenant has terminated their tenancy to return the property to a re-lettable standard

Note: factored owners will have responsibilities for common area repair costs where

repairs are deemed to be rechargeable

4.1 Where BHA responsible

Where the Association is responsible for the work to be carried out, we shall do this in accordance with our maintenance policy. In some circumstances, we will make a claim through our insurance policy. At present, the Association will only claim for works that are in excess of £600.

4.2 Where there is a shared responsibility

In some circumstances, the Association, sharing owners and the owner- occupier may be jointly responsible for the works and both parties will be required to pay their share. These are known as common repairs and the Associations factoring policy covers these in more detail.

4.3 Common Repairs

Where repair works are required in common areas or where the repair affects more than one property, the account will be marked "common". This will allow the proportionate costs to be allocated to the factoring accounts and for individual recharges to be raised for those owners who are not factored by the Association. If possible and the Association is aware at the time of the repair request, we will seek the permission of joint owners before we carry out the works. Where repairs are urgent or where it would be uneconomic to formally seek all the owners' permission we will do the repair and recharge without authorisation.

5. Circumstances for Recharging

Generally, the Association is responsible for repairing and maintaining the structure, property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign their Tenancy Agreement and these responsibilities are outlined in the Tenants Handbook.

Rechargeable repairs occur when:

- The repair is a result of damage/negligence/vandalism by the tenant, a member of their household, a lodger, a pet or a visitor to the property as per the Tenancy Agreement.
- Loss of keys, resulting in forced entry, replacement lock\barrel, providing extra keys and/or repairs/replacements works to door standards, door or locks.

- Repairs to/replacement of any fixtures, which have been supplied or fitted by the tenant and are deemed to be unsafe or require replacement
- Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property.
- Work is necessary at the end of a tenancy to return the property to an acceptable and lettable standard, and exceeds what would be deemed as fair wear and tear. This includes costs to clear all remaining personal items and furniture from the property including floorcoverings.
- Reinstatement of a property as a result of alterations or additions carried out by the tenant without permission, or carried out to an unsatisfactory or unsafe standard.
- Forced entry to a property to carry out annual gas safety check where access has not been provided by the tenant.
- Relevant legal costs to pursue court action/eviction against a tenancy
- Call-outs made where the problem found is due to the tenant's unauthorised or defective appliance or installation e.g. faulty cooker or washing machine tripping the electrics. Similarly, where the tenant is responsible for a household appliance such as a toilet or sink being blocked through improper use.
- Damage to property by Police Scotland where they have a legitimate warrant to search a tenant's property.

There is a requirement for tenants/residents to advise Police Scotland of any damage caused by acts of vandalism and/or criminal activity. A police incident number should be sought and provided to the Association. Failure to follow this procedure may result in the costs being recharged to the tenant/owner involved.

Tenants/factored owners will be advised when reporting a repair whether it falls under the scope of the above list

6. Control of Payments and benefits

The Association's Entitlement, Payments & Benefits Policy describes the entitlements, payments or benefits that our staff members are able to receive. It also describes what is not permitted during working practice and the arrangements that we have in place to ensure that the requirements of this policy are observed.

The Association may receive requests to carry out rechargeable repairs from customers who are 'connected people' to members of staff.

Connected people are defined as follows:

| Group 1 Members of your household | Group 2 People closely associated with you | Group 3 Others you need to consider |
|--|---|---|
| <ul style="list-style-type: none"> • Anyone who normally lives as part of your household, whether they are related to you or not, including spouses/partners who work away from home and sons and daughters who are studying away from home | <ul style="list-style-type: none"> • Parents, parents-in-law and their partners • Sons and daughters; stepsons and stepdaughters and their partners • Brothers and sisters and their partners • A partner's parent, child, brother or sister • Grandparents, grandchildren and their partners • Someone who is dependent on you or whom you are dependent on • Close friends | <ul style="list-style-type: none"> • Other relatives (e.g. uncles, aunts, nieces, nephews & their partners) • Other friends (e.g. someone you are acquainted with socially, neighbours, business contacts/associates) |

Members of staff who receive requests to log rechargeable repairs will ensure the customer is not included in the above categories. Should the customer be a connected person an alternative member of staff will carry out an assessment of the requirements of the repair and log in line with the guidelines for the categories of repair.

7. The Recharge Process

It is recognised that this can be a challenging and contentious area therefore, staff dealing with applying recharges, will be empowered to use their skill and knowledge in applying the charge. We will concede that where a delay in collecting the advance payment is likely to present a risk to the tenant or property, the works order will be raised and the recovery of the due sum will follow at a later date.

Once it has been established that a repair is the responsibility of the tenant/resident, it is considered good practice to advise the cost of the repair and the timescales for completion as soon as possible.

This should be paid for in advance if possible, or a phased payment of at least 50% should be received before work commences, but subject to the repair categories below.

In situations where willful damage and poor management of the property have occurred the Senior Management Team shall consider the action to be taken before proceeding with the repair. Where the repair is minor, cosmetic and or does not lead to an unsafe situation the repair will not be carried out.

Charges for rechargeable repairs will be applied at an appropriate cost to ensure all labour and material costs incurred by the Association to complete the repair are met.

Where possible, staff will give notice in writing that works are required to bring a property up to the Associations standard. Emergency works will be made safe or repaired without notice. This notice shall give a timescale for the works to be completed, the tenant will be able to arrange or carry out the works themselves within this period. If the quality of work is not to the Associations standard, or the customer fails to carry out the works, then the Association will arrange for the repairs to be completed with the costs being recharged to the tenant.

Emergency & Urgent Repairs

The Association has a responsibility in relation to the health and safety of tenants in their homes in emergency and urgent situations. Discretion in relation to the 20% cost of emergency and urgent repairs to be paid upfront will be applied when assessing the requirement of the repair and the individuals circumstances to be able to make payment of the 20% charge at that time. A payment plan will be put in place in those circumstances to recover the full charge.

8. Recovery of Debt

Barrhead Housing Association will take all reasonable and pragmatic steps to recover monies owed resulting from rechargeable repairs. This may include the use of debt collection agencies and legal action. The Association's policy for the recovery of debts are set out in its Debt Recovery Policy.

It is recognised that while rechargeable repairs should be pursued on a point of principal, it is often not cost effective to pursue some repairs. In the following situations, we will review each case and decide whether to seek recovery of the charge.

In all cases, we will not issue an invoice for any bill that is under £25 in value as these are uneconomic to recover. The following issues will be considered, but the list below is not exhaustive:

- health and disability of the tenant
- ability to pay – tenant is on low income
- the tenant has absconded
- history of previous rechargeable repairs and debt recovery issues
- death and there is no known estate
- we will not pursue rechargeable repair debts where tenants are also in arrears of rent exceeding £500;
- the tenant has multiple debt issues

Where a tenant requests a transfer but refuses to make good damage or pay rechargeable bills, then the transfer will not go ahead unless the tenant has kept to an agreement to pay for the works for a period of 12 weeks.

The Association recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this in mind, the Association will strive to agree a reasonable and affordable payment arrangement.

When a repair is deemed as 'rechargeable', the decision to pursue recovery will consider a number of issues, which may include the following:

- Can the tenant/resident pay, based on their known financial circumstances (Welfare Rights advice will be offered to persons citing financial difficulty)
- Is the recharge economical to recover?
- Can the costs be recovered through the Associations insurance policy, i.e. for vandalism to external common doors?
- Is there an estate of a deceased tenant?

- In the event of an eviction or abandonment, can the former tenant be traced if no forwarding address is given?

The above areas will involve some discretion, and shall be jointly discussed by members of the Senior Staff Team whether to pursue costs.

9. Financial Monitoring

Where works are identified as rechargeable they will be clearly marked as such, this will allow subsequent recharging. The cost of the repair will be added to QL software sub-account to allow the debt to be pursued by Customer Services Staff in line with our Debt Recovery Policy.

10. Reporting

Performance details about Rechargeable Repairs will be included in the Quarterly Performance Report presented to the Governing Board. In addition, a review of rechargeable repairs recommended for write-off will be presented to the Governing Board twice each year in September and March.

11. Complaints

Barrhead Housing Association operates a Complaints Policy that is open and transparent, should any customer or service user feel the need to make a complaint against an individual or the organisation, the Complaints Policy and Procedure will be implemented.

This is covered by a separate policy and you should request a copy if you wish to make a complaint.

12. Equality & Diversity

Barrhead Housing Association is committed to providing fair and equal treatment to all our customers and to comply with the Equality Act 2010. The Act established 9 protected characteristics (the grounds on which discrimination is unlawful). These cover age, race, sex, religion/belief, sexual orientation, pregnancy/maternity, gender reassignment, disability and marriage/civil partnership.

We will offer customers a range of options for communicating with us, since requiring to contact us may have to be in writing and this may be a deterrent, for example for people with poor literacy skills, visual impairment, or where first language is not English.

13. Review Arrangements

The Senior Management Team will review the Rechargeable Repair Policy at least every three years. However, improvements in performance and service delivery may be made on a regular basis to reflect change and in light of various factors such as:

- New or revised legislation
- Changes in good practice
- Organisational change, e.g. revision of operational practices
- Views of tenants and other service users
- Auditing practices
- Resource requirements

14. General Data Protection Regulations

The Association will treat all personal data in line with our obligations under the current General Data Protection Regulations and our own Data Protection Policy Statement, Privacy Policy and Data Retention Policy.

Information regarding how your data will be used and the basis for processing your data is provided within our employee and resident Fair Processing Notices.

Appendix 1

Repair Responsibilities

| ITEM | BHA | TENANT | EXCEPTION |
|---|-----|--------|---|
| ALTERATIONS | | X | EXCEPT WHEN ADOPTED BY THE ASSOCIATION |
| BANISTER (EXTERNAL) | X | | |
| BANISTER(INTERNAL) | X | | |
| BATH | X | | |
| BIN SHELTER | X | | |
| CEILINGS | X | | |
| CISTERN | X | | |
| CLOSE DOORS | X | | MAY BE SHARED RESPONSIBILITY |
| CLOTHES POLES | X | | MAY BE SHARED RESPONSIBILITY |
| COMMUNAL AREAS TO FLATS | X | | MAY BE SHARED RESPONSIBILITY |
| COOKERS | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| DECORATION (EXTERNAL) | X | | |
| DECORATION(INTERNAL) | | X | |
| DOOR BELL | X | | IF FITTED BY ASSOCIATION |
| DOORS (INTERNAL),INC IRONMONGERY | X | | |
| DOORS(EXTERNAL),INC IRONMONGERY | X | | |
| DOOR ENTRY SYSTEMS | X | | |
| DOOR LOCKS | X | | EXCEPT WHEN FITTED BY THE TENANT |
| DOOR NAME PLATE | | X | |
| DOOR NUMBER PLATE | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| DOWN PIPE | X | | |
| DRAINAGE | X | | EXCEPT WHEN CHOKED BY TENANTS MISUSE |
| DRIVEWAYS | X | | |
| DRYING AREAS | X | | |
| ELECTRIC FIRES AND HEATERS | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| ELECTRIC PLUGS | | X | |
| ELECTRIC WIRING(INC SOCKETS AND WIRING) | X | | |
| EXTRACTOR FANS | X | | |
| FASCIA BOARDS ETC | X | | |
| FLOORBOARDS | X | | |
| FLOOR FINISHES(COMMON AREAS) | X | | MAY BE SHARED RESPONSIBILITY |
| FLUORESCENT LIGHT BULBS | | X | |
| FUSE BOX/ MCB | X | | |

| ITEM | BHA | TENANT | EXCEPTION |
|----------------------------------|-----|--------|---|
| GAS CENTRAL HEATING | X | | |
| GARDEN HUTS | | X | |
| GATES | | X | EXCEPT WHEN FITTED BY THE TENANT |
| GLASS | | X | EXCEPT WHEN REPORTED TO POLICE AS VANDALISM |
| GUTTERING | X | | |
| HANDRAILS | X | | |
| KEYS (REPLACEMENT) | | X | |
| KITCHEN UNITS AND WORKTOPS | X | | |
| LIGHTS(ATTACHED TO BUILDING) | X | | EXCEPT WHEN RESPONSIBILITY OF LIGHTING DEPT |
| LIGHT BULBS | | X | |
| MEDICAL ADAPTATIONS | X | | WHEN INSTALLED BY THE ASSOCIATION |
| MINI KITCHENS | X | | WHEN INSTALLED BY THE ASSOCIATION |
| OVENS AND HOBS | X | | WHEN INSTALLED BY THE ASSOCIATION |
| PARKING AREAS(COMMON) | X | | |
| PATHS | X | | |
| PLASTER WORK | X | | EXCEPT WHEN UNREASONABLE DAMAGE HAS OCCURED |
| PLUGS ,CHAINS FOR BATH,WHB,SINKS | X | | |
| RADIATORS | X | | |
| ROTARY DRIER | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| ROUGHCAST | X | | |
| SAT SYSTEMS | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| SANITARYWARE | X | | |
| SHOWERS, SHOWER UNIT | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| SINK TOP | X | | |
| SMOKE DETECTORS | X | | |
| STAIR LIGHTING | X | | |
| STEPS | X | | |
| TAPS | X | | |
| TILING | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| TOILET SEAT | X | | |
| TV AERIALS(COMMON) | X | | |
| TV AERIALS (INDIVIDUAL) | | X | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| WASHER DRIERS | X | | WHERE SUPPLIED BY THE ASSOCIATION |
| WC SEAT | X | | |
| WINDOWS | X | | |
| WOODWORK(INTERNAL) | X | | |