

Cernach Housing Association

Rechargeable Repairs Policy & Procedures

1. INTRODUCTION

The Housing Association as the landlord is responsible for ensuring its properties are kept in a well-maintained condition. Where repairs are necessary the Housing Association will carry these out in line with its stated Repairs and Maintenance Policy and Procedures.

However in cases where the repair is a result of neglect or miss-use by the tenant or a member of the tenant's household then the responsibility for these repairs must lie with the tenant. This Procedure seeks to identify and clarify the conditions under which the Housing Association will pursue recovery of these costs.

2. RISK MANAGEMENT

The Association has considered the risks involved in failing to adhere to the procedures when dealing with Rechargeable Repairs. Failure to recover the cost of repairs, which are the responsibility of the tenant may send out the wrong signals to tenants regarding their responsibility in maintaining the properties. With this in mind, Committee are fully aware of the requirements placed upon them in regards to the Association's Rechargeable Repairs Policy, which is backed with a clear procedure that is followed by Staff.

3. EQUAL OPPORTUNITIES

3.1 The Association's Equality and Diversity policy, which was approved by the Committee in April 2015 following community consultation, outlines our commitment to promote a zero tolerance to unfair treatment or discrimination to any person or group of persons, particularly on the basis of any of the protected characteristics¹. This includes ensuring that everyone has equal access to information and services and, to this end, the Association will make available a copy of this document in a range of alternative formats including large print, translated into another language or by data transferred to voice.

¹ The Equality Act 2010 identifies the "protected characteristics" as age, disability, marriage and civil partnership, race, religion or belief, gender, gender reassignment and sexual orientation.

- 3.2 We are also aware of the potential for policies to inadvertently discriminate against an individual or group of individuals. To help tackle this and ensure that it does not occur, best practice suggests that organisations carry out Equality Impact Assessments to help identify any part of a policy that may be discriminatory so that this can be addressed (please see section 6 of the Equality and Diversity Policy for more information).
- 3.3 In line with section 6.3 of the Equality and Diversity Policy, the Association will apply a screening process based on that recommended by the Equality and Human Rights Commission to ascertain whether each policy requires an Impact Assessment to be carried out. The screening process was applied to this policy and it was decided that an impact assessment is not required.

4. IDENTIFYING RECHARGEABLE REPAIRS

Rechargeable repairs can be identified

- (a) By pre termination inspection
- (b) By void inspection
- (c) By stock condition surveys
- (d) By routine visits by Housing Officer or Maintenance Officer as part of day to day Housing Management/Maintenance activities.
- (e) Post completion – recoverable repair completed without prior authorisation (out of hours)
- (f) Abortive visits – no access to emergency call out by tenant
- (g) Call outs by tenant for non emergency repair

5. POLICY AIMS

To set out the circumstances in which the Association will recharge a tenant for repairs work.

To ensure that re-chargeable repair costs are collected from tenants wherever possible, thus ensuring best use of the Housing Association repairs budget.

6. GENERAL PRINCIPLES

- 6.1 The Association has a duty to recover costs of work from tenants where the nature of the works or the tenancy agreement identifies that it is their responsibility.
- 6.2 If repairs are deemed 'rechargeable' tenants should be made aware that the Association is not obliged to carry out such repairs.
- 6.3 In instances where the rechargeable repair is completed without prior authorisation from the Association (e.g. reported via out of hours) the Maintenance staff must inform the tenant in writing that the item is rechargeable.
- 6.4 With the exception of repair works of a health and safety nature the Association will give the tenant or the outgoing tenant the opportunity to carry out the necessary work themselves thus avoiding being recharged. The Association must therefore advise the tenant of their responsibility for the repair within five working days of the works being identified, and giving them a further five working days to put it right. Works of a health and safety nature will always be completed by the Association and the costs recovered from the tenant/former tenant.

7. LEGISLATIVE & REGULATORY FRAMEWORK

Standard 3 of the Scottish Housing Regulator's Regulatory Framework states: "The RSL manages its resources to ensure its financial well-being and economic effectiveness."

8. RECHARGEABLE REPAIRS

- 8.1 In the event of the Housing Association carrying out repairs, which the Housing Association identifies as tenant's responsibility under the Tenancy Agreement, the Association will raise a rechargeable repair and recover the costs from the tenants as a rechargeable repair.
- 8.2 It is the responsibility of the Maintenance Assistant to administer the Rechargeable Repairs Policy & Procedure.
- 8.3 The following are examples of repairs and maintenance tasks, which are recoverable: -

- (a) The cost of re-instatement of unauthorised alteration.
- (b) Where tenant makes a specific arrangement for access for urgent and routine repairs and access is not given, the tenant will be charged for the cost of the call out.
- (c) Where tenants call out emergency services and fail to be at home when the tradesmen arrive, the tenant will be charged for the cost of the call out.
- (d) Where out of hour calls are made for non-emergency repairs. (Call out charge only will be charged in this instance). This includes emergency call outs when a Quantum meter has run out of credit, or where the tenant's electrical appliances have caused the system to trip.
- (e) Where the Housing Association has to force entry to carry out statutory repairs e.g. gas safety inspection. This would only occur where the tenant had been offered reasonable opportunities to allow access and had refused..
- (f) Where a vacating tenant leaves items of furniture etc in the property and removal has to be arranged by the Housing Association.
- (g) Where a vacating tenant leaves a property and repairs have been identified at the void stage as been caused by neglect and/or vandalism.
- (h) In all other cases where the Housing Association carries out work which is the responsibility of the resident the estimated cost of the repair must be paid in full before work instructed.
- (i) Where the tenant has lost keys. The tenant will be responsible for the cost of making good any damage caused gaining entry to the property, and the replacement lock/keys as appropriate.
- (j) Lost controlled entry keys. The tenant must pay for replacement keys.

9. RECHARGEABLE REPAIR PROCEDURE

- 9.1 If a repair requested by tenant/identified by Association has not yet been carried out then tenant will be required to sign Rechargeable Repair Statement of Liability & Payment Plan, based on estimated costs (Appendix 1 and 2).
- 9.2 The tenant must pay the estimated cost of the work in full before work is instructed.
- 9.3 Should payment in full not be made 'up front', AND the Association's Maintenance Officer determines that failure to carry out the works timeously could cause further infrastructure damage, or the repair is required for Health and Safety reasons, prior approval of the Depute Director or in his absence the Director must be obtained to instruct the work. An appropriate agreement for repayment should be entered into. When agreeing the re payment term account should be taken of the time the debt will take to be repaid. The date by which the account should be clear should be stated on the repayment arrangement. Where tenant is in receipt of full housing benefit a minimal payment equivalent of arrears direct will be acceptable.
- 9.4 When the Housing Association receives a request for payment from a Contractor an invoice will be raised and sent to the tenant with a copy of the contractors invoice and the signed work order for their information (this should avoid any disagreement about the length of time the tradesman was on-site). Payments made by the tenant will be shown on the invoice with any balance remaining (if applicable) due within 28 days of receipt.
- 9.5 Where a repair has already been carried out which is recoverable tenants will be notified in writing of the Housing Association intention to recover the costs. The Association should seek the costs in full or failing this an agreement entered into to repay the debt by instalments. (Appendix 3).
- 9.6 If a tenant fails to make contact or breaks an arrangement, the Maintenance Assistant Officer should telephone and/or visit the tenant within 5 working days and follow up the outcome in writing.
- 9.7 Former tenants will be given 28 days in which to pay in full or 7 days to contact the Housing Association in order to

make an arrangement for paying by instalments (Appendix 3).

- 9.8 If the tenant/former tenant fails to contact the Association and after 28 days the debt remains outstanding, an appointment should be made (Appendix 4).

10. SANCTIONS

10.1 Repairs/Improvements Suspension

- a) If after 28 days the tenant fails to respond the Maintenance Assistant Officer will write to the tenant notifying them that sanctions will be applied by a specific date if payments are not reinstated or further contact made (Appendix 5) The sanctions which will apply for non payment are as follows:
- All repairs suspended other than those deemed essential by the Association.
 - All improvements to the property suspended.
 - No applications for an Internal Transfer will be considered unless the debt is cleared.
 - No request for mutual exchanges will be considered unless the debt is cleared (whether for this Association or other landlords). The landlord should be made aware that the debt is outstanding and the tenant has failed to pay.
 - Any tenancy reference supplied to a new landlord would be deemed unsatisfactory. The landlord should be made aware that the debt is outstanding and the tenant has failed to pay.
 - No further requests for rechargeable repairs will be considered whilst a rechargeable repair debt is outstanding
- b) If no further contact made by tenant, the Maintenance Assistant Officer should write to tenant notifying sanctions commenced. (appendix 6)

11. COST CONTROL AND MONITORING

- 11.1 The Maintenance Assistant Officer shall prepare a Rechargeable Repairs monitoring sheet to monitor payments and action (see Appendix 7).
- 11.2 The Property Management Sub Committee shall receive a monthly monitoring report, outlining progress and action taken by the Maintenance Assistant Officer (see Appendix 8).

12. APPEALS

Any tenant who feels they have been unfairly dealt with has a right of Appeal. This is detailed in the Complaints Policy, which is available at the Association's office and on the website www.cernachha.co.uk.

13. POLICY REVIEW

This policy will be reviewed every three years or sooner where changes in legislation affect procedure. In order to do this effectively, the Management Committee must be able to assess how well the ways in which the policy has been operated meets with the agreed objectives. The success of this policy shall be measured against the following outputs and outcomes: -

OUTPUT	OUTCOME
Clear guidance on tenant and the Association responsibilities when dealing with recoverable repairs.	Confidence of other appropriate members of staff to carry out this function.
Reduction in outstanding balances	Confidence that the Association and tenants meet their responsibilities regarding maintaining the property.

APPENDIX 1

CERNACH HOUSING ASSOCIATION LIMITED

**RECHARGEABLE REPAIR
STATEMENT OF LIABILITY**

I hereby accept liability, under the terms of my Scottish Secure Tenancy Agreement with Cernach Housing Association Ltd, for the cost of the repair detailed below. I understand that the cost provided is an estimate to allow works proceed upon payment, and that I will be responsible for paying the difference between the estimated cost and final cost within 28 days of receipt of the invoice. (if applicable)

Tenant Name:	
Property Address:	
Description of Repair:	
ESTIMATED Cost:	£
Any other comments.	

Signed: _____
(Tenant)

Date: _____

APPENDIX 2

CM/Recharge

[DATE]

Dear

RECHARGEABLE REPAIR – CONFIRMATION OF LIABILITY

REFERENCE NUMBER:

NATURE OF REPAIR:

I refer to the above repair and write to confirm that you are liable, under the terms of your tenancy, for the cost of this repair, the estimated cost of which is £ ..

An appointment has been made for you for [date] at [time] at the Association's offices, in order for us to discuss and agree a timescale for the works bearing in mind that full payment must be made before this work shall be instructed. If this date or time is not suitable, please contact me to agree an alternative mutually convenient time.

When the actual cost of the repair is known, you will be provided with an invoice for the cost of the work less any amount you have already paid.

Yours sincerely

Carylanne McLellan
Maintenance Assistant Officer

APPENDIX 3

CM/Recharge/FT

[DATE]

Dear

RECHARGEABLE REPAIR –NOTIFICATION OF LIABILITY

REFERENCE NUMBER:

PROPERTY ADDRESS:

WORKS UNDERTAKEN:

I refer to the above repair and write to confirm that you are liable, under the terms of your tenancy at the above address for the cost of this repair.

I can confirm that the cost of this work is £ and in line with the Association's Rechargeable Repair Policy, this amount is due to be paid to the Association in full within 28 days of the date of this letter.

Payment can be made at the Association's office by cash, cheque or debit card. You can also phone the office to make a 'switch' payment or register on our website, www.cernachha.co.uk to make your payment at our secure on-line facility.

Should you be unable to settle this amount in full within the timescale, please contact the Association within 7 days of the date of this letter.

Yours sincerely

Carylanne McLellan
Maintenance Assistant Officer

APPENDIX 4

CM/Recharge/FT/Appt

[DATE]

Dear

RECHARGEABLE REPAIR – CONFIRMATION OF LIABILITY

REFERENCE NUMBER:

NATURE OF REPAIR:

DEBT OUTSTANDING

I refer to my previous letter dated [DATE], regarding the above repair and note with concern that you have failed to respond.

In accordance with the Association's Rechargeable Repairs Policy, an appointment has been made for you for [date] at [time] at the Association's offices. If this date or time is not suitable, please contact me to agree an alternative mutually convenient time.

The purpose of this appointment is to give you an opportunity to discuss your proposals for repaying this debt.

Yours sincerely

Carylanne McLellan
Maintenance Assistant Officer

APPENDIX 5

CM/Recharge/Threat of Suspension

[DATE]

Dear

RECHARGEABLE REPAIR REFERENCE NUMBER:

OUTSTANDING DEBT:

I note with concern that you have failed to respond to our earlier communications relating to the above outstanding debt.

In accordance with the Association's Rechargeable Repairs Policy, I now write to inform you that unless payment is made within 7 days of the date of this letter or a mutually acceptable arrangement put in place, the following sanctions will be applied- -

- a) All repairs to your property will be suspended other than those deemed essential by the Association.
- b) All improvements to your property will be suspended.
- c) No applications for an Internal Transfer will be considered.
- d) No request for mutual exchanges will be considered (whether for this Association or other landlords).
- e) Any tenancy reference supplied to a new landlord on your behalf would be deemed unsatisfactory.

Payment can be made at the Association's office by cash, cheque or debit card. You can also phone the office to make a 'switch' payment or register on our website, www.cernachha.co.uk to make your payment at our secure on-line facility.

Should you wish to avoid this course of action, please contact me within 7 days of the date of this letter.

Yours sincerely

Carylanne McLellan
Maintenance Assistant Officer

APPENDIX 6

CM/Recharge/Suspensions now applied

[DATE]

Dear

RECHARGEABLE REPAIR REFERENCE NUMBER:

NOTIFICATION OF SANCTIONS:

OUTSTANDING DEBT:

Further to my letter of [date], I am most concerned that you have failed to contact me.

As previously indicated to you and in accordance with the Association's Rechargeable Repairs Policy, I now write to inform you that the following sanctions **apply with immediate effect:** -

- a) **All** repairs to your property are now suspended other than those deemed essential by the Association.
- b) **All** improvements to your property are now suspended
- c) **No** applications for an Internal Transfer will be considered.
- d) **No** request for mutual exchanges will be considered (whether for this Association or other landlords).
- e) Any **tenancy reference** supplied to a new landlord on your behalf will be **deemed unsatisfactory**.

These sanction may be only be removed upon payment of this debt.

Payment can be made at the Association's office by cash, cheque or debit card. You can also phone the office to make a 'switch' payment or register on our website, www.cernachha.co.uk to make your payment at our secure on-line facility.

Yours sincerely

Carylanne McLellan
Maintenance Assistant Officer

Cernach Housing Association

Rechargeable Repairs Policy & Procedures



APPENDIX 8

Report (extract of which is presented to Property Management Sub-Committee)

Rechargeable Repairs Report to

Name	Address	Reference Number	Nature of Repair	Date Ordered	Amount	Amount Paid month	Amount paid month	Balance	Date Last Contacted	Comment (shall highlight accounts falling within 9.3)

= not included in Committee Report