



RECHARGEABLE REPAIRS POLICY

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1. INTRODUCTION

- 1.1 The Association will carry out all repairs to tenanted properties that are within its area of responsibility. Occasionally, it may also be necessary for the Association to carry out work that is the tenants' responsibility and recharge the cost of this work to the tenant, e.g. in an emergency situation where the tenant has lost their keys and needs a joiner to force entry.

This policy seeks to clarify the situations where rechargeable repairs may occur and the associated procedures that should be followed.

2. AIMS AND OBJECTIVES

- 2.1 The main aims and objectives of the policy are to:-

- (i) Clarify the circumstances in which the Association will undertake repairs on behalf of tenants.
- (ii) Ensure the Association appropriately identifies, records, monitors and recovers the costs associated with rechargeable repairs.
- (iii) Ensure all relevant staff are aware of their responsibilities in executing this policy and that all internal functions contribute to the monitoring and recovery of rechargeable repairs.
- (iv) Have systems and procedures in place that ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both the Association and the tenant.
- (v) Ensure that tenants are kept advised of their repair responsibilities so as to discourage the occurrence of rechargeable repairs.
- (vi) Encourage maximum repayment of charges, where appropriate.

3. DELEGATION OF RESPONSIBILITY

- 3.1 The Housing Management Staff will have responsibility as follows:-

- (i) The Maintenance Assistant will notify the relevant Housing Officer and Factoring Assistant of any reactive repairs or charges for abortive calls that will be recharged.
- (ii) The Maintenance Officer will notify Maintenance Assistant and relevant Housing Officer of any rechargeable repairs that are identified at the pre-void or post termination inspections.
- (iii) The Factoring Assistant will write to the tenant or former tenant, to confirm all rechargeable repairs, will issue copies of the contractor's invoices for rechargeable repairs and will monitor and pursue these accounts thereafter.

- (iv) The Senior Maintenance Officer will liaise with the Factoring Assistant on a quarterly basis to determine which rechargeable repairs accounts should continue to be pursued, written off or reported to committee.
- (v) The Senior Maintenance Officer will have the final say, should any tenant or former tenant dispute the decision to recharge for the repair, or query the amount being recharged. Should the tenant remain dissatisfied, thereafter they should be advised to follow the Association's Complaints Policy (as noted below).

4. QUALIFYING CIRCUMSTANCES

4.1 The Association will generally only undertake repairs that are the tenants' responsibility and/or recharge the tenant in the following circumstances:-

- (i) Emergency e.g. lost keys, or other emergency resulting from vandalism, negligence or accidental damage caused by a member of the household or visitor to the household.
- (ii) Where a tenant fails to carry out work that constitutes a breach of their tenancy and/or causes nuisance or disturbance to other residents, e.g. leaving rubbish on the landings or not maintaining their garden.
- (iii) Where a tenant carries out alterations or improvements without the Association's permission that do not meet the approved standards. Tenants will be given the opportunity to rectify or reinstate the area themselves otherwise the Association may do this on their behalf, either during or at the end of the tenancy (dependent on repair urgency) and recharge the tenant.
- (iv) Where a tenant fails to give access for repairs to be carried out, despite having agreed to do so and the contractor raises a charge for no access. When a contractor calls at a pre-arranged time and date to carry out repairs reported by the tenant this can cause loss to the contractor who will have arranged their day based on pre-ordered work. The cost for this abortive time may be legitimately passed on to the Association by the contractor.
- (v) Insurance excesses for claims to reinstate damage to:
 - common areas as a result of vandalism, e.g. close entry doors or windows
 - fixtures, fittings or properties due to other emergencies that may have been caused by the tenants' negligence, e.g. fire or flooding within their own or their neighbours' property, damage to sanitaryware, etc.
- (vi) 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
- (vii) 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.

- (viii) We will identify the need for gardens of tenanted properties to be cleared/maintained through regular estate inspections. Initially Housing Management staff will inform the tenant that it is a condition of their tenancy agreement that their garden be maintained to an 'acceptable level' in accordance with our Estate Management Standard. Tenants will be advised that we reserve the right to undertake the work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.
- (ix) In cases where the emergency services force access due to concerns for the safety of the tenant within their home the Operations Manager has discretion based on the circumstances to waive any recharge. Where the damage to the property is as a result of domestic violence, where the tenant is co-operating with the police and other agencies then charges can also be waived. Damage caused to our properties by others should be reported to the Police. Charges may also be waived in cases of vandalism where the tenant has reported the incident to the police and has provided a relevant police incident number.
- (x) Where the tenant has been found to have removed or damaged smoke, heat alarms or carbon monoxide detectors then the replacement will be carried out and the cost recharged to tenants.

5. RECHARGEABLE REPAIRS REPORTED BY THE TENANT

- 5.1 The Tenancy Agreement clearly defines those repairs and maintenance elements that are the responsibility of the landlord and tenant respectively. However, tenants may on occasion request that the Association arrange for repairs that are their own responsibility, e.g. replacing a damaged internal door or worktop. There may be an advantage of using this facility for both landlord and tenant in that the work would be carried out to an acceptable standard by the Association's approved contractors.
- 5.2 Where it is an emergency or essential repair, the tenant will be expected to pay a deposit of 20% or £20, whichever is the greater, towards the estimated cost. The tenant will also be required to enter into a re-payment arrangement to clear off the balance within a reasonable time. Where ability to make payment will prevent an essential repair under Right to Repair, a component of health and safety or leave a tenancy below tolerable standard then the Senior Maintenance Officer, Operations Manager or other member of the Senior Management Team can waive the initial payment. The liability to make repayment remains.
- 5.3 Where it is a non-essential repair, the Association will only instruct its contractor to carry out the work after the estimated cost has been paid in full. On such occasions the tenant will be required to sign a mandate stating that they will meet any shortfall due if the payment made falls below the invoiced amount.

6. RECHARGEABLE REPAIRS IDENTIFIED BY THE ASSOCIATION

- 6.1 Where a repair is carried out and it subsequently becomes clear from the contractor's reports or from a post inspection carried out by the Maintenance Team or other surveyor, that the repair was the tenant's responsibility (e.g. a result of vandalism,

damage or neglect), the tenant will generally be re-charged for the full cost of the repair. Where the repair is due to vandalism by an unknown party, e.g. a smashed window, this should have been reported to the Police and an incident number provided, in which case a recharge will not generally be pursued.

- 6.2 Where an emergency call out is made for a non-emergency repair, the tenant will be notified of their error and may be charged for the cost of the call-out, particularly if this occurs more than once.
- 6.3 Similarly, where the Right to Repair system has been misused and the tenant has called out a second contractor unnecessarily, the Association would recharge the tenant for any additional expenses incurred.
- 6.4 In some cases there may be case for not recharging repairs. The following circumstances may be exempt from recharge:
 - In cases where the emergency services force access due to concerns for the safety of the tenant within their home. If this a recurring issue then a recharge may be applied.
 - Where the damage to the property is as a result of domestic violence, where the tenant is co-operating with the police and other agencies.
 - Vandalism where the tenant has reported the incident to the police and has a police incident number
 - Where there is evidence of fair wear and tear and the tenant has taken reasonable steps to manage/report the issue.
 - Any other exceptional reason as approved by senior staff, cases of this nature will be looked at on their own merit. For example, a significant vulnerability where a recharge may exacerbate the tenant's ability to manage their tenancy.
 - Where the cost of the repair would be more than the value of staff admin time to process the recharge – under £10.

7. FORCED ACCESS

- 7.1 Where the tenant persistently fails to give reasonable access and the Association has to force entry to carry out statutory repairs such as an annual gas service or another area of essential health and safety, this will be rechargeable, but would only occur after the tenant had been given reasonable opportunity to provide access and advised of the Association's legal right to force entry and of the impending charges for which they would become liable.
- 7.2 Where a repair becomes necessary as a result of the police forcing access to a property, this will generally be recharged to the tenant, unless there are extenuating circumstances, e.g. where serious concerns have been raised for the tenant's wellbeing and forced access has been deemed necessary by the police and other concerned parties, to determine whether the tenant is safe and sound.
- 7.3 Repairs which become necessary because of the police raiding a property will be recharged to the tenant. Whether the tenant is charged with any crime or not, the reasoning is that the Police would not have forced access without having information relating to the tenant or the household that gave them good cause to do so. In such cases, where the tenant is unable to meet the upfront costs of expensive repairs or replacements, the Association will ensure our obligations as landlord are met, by carrying out any essential repairs needed to make the property wind and watertight,

and safe and secure. However, non-essential repairs or replacements need not be carried out until the tenant is in a position to cover these costs.

8. SHARING OWNERS/OWNER OCCUPIERS

- 8.1 The Association will not as a rule, carry out repairs for sharing owners or owner occupiers, unless they are communal repairs relating to tenement properties or mixed tenure blocks of properties partly owned or factored by the Association.
- 8.2 Where a sharing owner or owner occupier requests that the Association undertake a non-communal repair on their behalf, or where the Association has invited owners to be included in major repair works, e.g. replacement windows or doors, the Association will only undertake those works where they have been paid for in full, in advance, or where an alternative arrangement has been agreed with the Association beforehand.
- 8.3 Where a sharing owner or owner-occupier calls out an emergency contractor for a non-communal repair, they will be recharged for the full cost of the works.

9. INSURANCE CLAIMS

- 9.1 Where the cost of a repair is covered by the Association's Communal Buildings Insurance Policy, but that repair has resulted from the willful damage, vandalism or negligence of a tenant, a member of their household or a visitor to their property, the tenant responsible will be liable for the excess charge.
- 9.2 Owners and sharing owners must advise the Association whenever they wish to make a personal claim against the Communal Buildings Insurance Policy. Whenever the Association handles such claims, in respect of either personal or communal repairs, the owner or sharing owner will be responsible for the excess charge or their respective part thereof.
- 9.3 The Association's Scottish Secure Tenancy Agreement strongly recommends that tenants take out contents insurance. Our building insurance will not cover any damage to tenant's personal property regardless of the cause of the damage. If, for example, a tenant's furniture is damaged by an external leak, they will not receive any compensation for the damage and must make a claim on their own contents insurance unless they can demonstrate that Association has been negligent.

10. TRANSFERS

- 10.1 Where a tenant has outstanding rechargeable repair accounts and they apply for a transfer of housing, their application may be suspended, where:-
 - (i) the amount outstanding is equal to more than a month's rent, and
 - (ii) the tenant has not made and adhered to a payment arrangement with the association for at least 3 months.

- 10.2 Where there are extenuating circumstances, the Operations Manager or Senior Housing Officer will have discretion to re-consider the case and make an alternative arrangement with the tenant, if appropriate.

11 MUTUAL EXCHANGE

- 11.1 Where unauthorised alterations or damage or neglect is identified during the inspection process, the tenant will be advised of the work required to be carried out, and the timescale to complete this, prior to re inspection. In the case of Mutual Exchanges, the outgoing tenant should be given the opportunity to rectify the faults. However, unless there is a Health and Safety reason rechargeable repairs will not be carried out. The Mutual Exchange will not be granted until the work has been carried out to a satisfactory standard by the outgoing tenant or the incoming tenant has been made aware of the faults and his liability for them.

12. OUTGOING / FORMER TENANTS

- 12.1 Whenever a tenant gives notice of their intention to terminate their tenancy, a pre-termination inspection will be carried out. The tenant will be advised of any repairs for which they are responsible and will be expected to attend to these before the termination date otherwise the Association will carry out these repairs and recharge the tenant accordingly.
- 12.2 Where rechargeable repairs are identified after a tenant has left a property, that tenant will be pursued for the recovery of all costs incurred, assuming the Association has or is able to establish a forwarding address and the amount of the debt is economical to pursue.
- 12.3 If a property is recovered via the abandonment process then costs incurred in the recovery of the property, for example, changing of locks, valuation of items by Sherriff Officers and any necessary storage of possessions will be recharged to the tenant. Any works required to bring the property to a lettable standard will also be deemed as rechargeable.
- 12.4 Following a tenant's death all recharges to be raised against the tenant's account. Some of this may be recovered from rent credit or their estate if identified.

13. DEBT RECOVERY

- 13.1 The Association will:-
- (i) Pursue all debts where possible, with all means available and will endeavour to ascertain forwarding addresses of former tenants to enable collection of the debt, unless it is deemed uneconomical to do so.
 - (ii) Establish realistic payment arrangements where necessary with tenants and monitor and pursue these payments on a regular basis.
 - iii) If the tenant is already making arranged payments for rent arrears, agree an amount to be put towards recovery of the rechargeable repair debt, where possible. Rent arrears will generally be the first priority, with a smaller payment being placed against the rechargeable repair debt, unless the rechargeable amount is minimal and it may make more sense to clear this

first, as the Association recognizes that small debts left unpaid can be more easily forgotten about by both tenant and landlord and/or become more difficult to recover.

- iv) Payments can be made using the allpay payment card issued by the Factoring Assistant:-
- at any Post Office
 - any Paypoint terminal
 - by Debit card over the phone on **0844 557 8321 – call office use**
 - on line at www.allpayments.net
 - by using a smartphone and downloading the allpay APP
 - by Direct Debit
 - and by debit or credit card at or by phoning the office

13.2 Where tenants fail to make or keep an arrangement for rechargeable repairs The Association reserves the right to refuse any non-essential repairs until such times as a repayment agreement is entered into and the first payment has been made. If repayment agreements are repeatedly broken then The Association may increase the period of time over which a payment agreement has maintained to three months before non-essential repairs are carried out.

13.3 The Association may resort to small claims court actions to recover debts owed by either current or former tenants, owners or sharing owners, but only where voluntary arrangements have failed and it is considered practical and cost-effective to do so.

14. MONITORING AND REPORTING

14.1 The Factoring Assistant will log all rechargeable repair amounts onto Memo Accounts against the relevant tenant's address and will have responsibility for monitoring and pursuing payment in this regard.

14.2 Where the amount owed is less than one month's rent, the Senior Maintenance Officer or Operations Manager will have delegated responsibility to determine whether and when to write off the debt.

14.3 Should the level of debt and/or the tenant's failure to enter into a payment arrangement be such that legal action is to be considered, a report will be presented to the Management Committee advising of the amount outstanding together with the reasons for pursuing court action and seeking their agreement thereon.

14.4 Rechargeable repairs will generally be written off where the tenant has died or they relate to former tenants for whom no forwarding address is known. Rechargeable repairs will generally not be written off for current tenants, or former tenants whose whereabouts are known, unless there are extenuating circumstances.

15. COMPLAINTS

15.1 Anyone who is dissatisfied with any aspect of this policy or associated procedures will be advised to follow the Association's Complaints Procedure, which would consider complaints regarding:-

- (i) the outcome of a policy
- (ii) the treatment by a staff member

(iii) how the tenant has been dealt with

- 15.2 Copies of the Complaints Form and Policy are available from the Association's offices on request and also on our website.
- 15.3 Anyone who remains dissatisfied after following the Association's Complaints Policy will have final recourse to the Scottish Public Services Ombudsman (as noted in our complaints procedure), for which details are also available from the Association's offices and also on our website.

16. EQUAL OPPORTUNITIES

- 16.1 The Association will have regard to its Equal Opportunities policy in all aspects of the provision of its rechargeable repairs service.
- 16.2 Any complaints received in relation to any breach of this policy will be addressed via the Association's Complaints Policy.

17. CONFIDENTIALITY AND DATA PROTECTION

- 17.1 The Association will ensure that we meet the requirements of the General Data Protection Regulations 2018. Any personal data processed under this policy / procedure must be processed in accordance with UK data protection laws. For further information please refer to our Data Protection Policy and associated policies and procedures. Any queries relating to the processing activities should be referred to our Corporate Services Manager or Data Protection Officer.

18. TRAINING

- 18.1 Training will be provided to all relevant staff, together with detailed procedures. Ongoing training requirements will also be regularly reviewed.

19. REVIEW

- 19.1 This policy will be reviewed 5 years from date of approval, or earlier if the need arises as a result of changes in legislation or good practice.