Name of Policy: Rechargeable Repairs policy
PS/04

Purpose of Policy: This policy outlines the circumstances where the Association will recover rechargeable repair costs.

Policy Monitoring Details	
Department	Property Service and Housing Management
Author	Amanda Hay
Status	Association/Group
Date Board Approval	April 2020
Update	May 2025
Planned Review Date	May 2030
Regulatory Outcomes Being Achieved	Scottish Social Housing Charter: 1: Equalities Social landlords perform 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.* 4: Repairs, Maintenance and Improvements Social landlords manage their businesses so that: *Tenants houses are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.*
Tenant Consultation Required	Yes.
Equalities Impact Assessment	Initial
HRA Implications	Article 8 – right to respect for private life, family life and the home.
Adherence with Association Values	This policy supports all the Association's values.

Content List	
1.	**Introduction**
2.	**Policy**
3.	**Budgetary implications**
4.	**Rechargeable repairs**
5.	**Advising tenants**
6.	**Procedure for recovery**
7.	**Administration charges and discount for prompt payment**
8.	**Accounts uneconomic to pursue**
9.	**Recording, monitoring and reporting**
10.	**Linked policies**

1.	**Introduction**	
	1.1	The Association has a legal duty to maintain its houses, to provide a repairs service to its tenants and to meet its duty of care. The Maintenance Service and Satisfaction Strategy, Property Management Strategy, the Tenancy Agreement and the Tenants Handbook, set out in detail how these responsibilities are put into effect.
	1.2	Tenants have an obligation not to damage or neglect our houses. If damage or neglect should occur, the Association will recharge the tenant to recover the cost. Tenants have responsibility to allow access, where it has been pre-arranged, to carry out repairs or servicing. If the tenant does not allow access for emergency repairs, repairs required to prevent serious damage to the property, the threat to health or life of others, or for gas servicing, the Association will force access and recharge the tenant to recover the cost (in accordance with the terms of the tenancy agreement and good practice guidelines). At the point that a tenancy is terminated, we will endeavour to undertake a pre-termination inspection with the outgoing tenant to identify what repairs the tenant is required to undertake before

		they leave the property, to bring it up to the lettable standard. The Association will recharge the tenant to recover the cost of any repairs required to meet that standard.
	1.3	The purpose of this policy paper is to set out how the Association will deal with any such repairs and the recovery process.
2.	**Policy**	
	2.1	It is the Association's policy to recharge the cost of repairs to tenants in the circumstances set out below. This policy will be applied consistently and fairly to all tenants.
	2.2	Where a repair is considered to be rechargeable, a letter will be issued to the tenant advising them of the recharge within 1 week of the work order being issued. The Association will issue an invoice to the tenant for the cost of the repair 60 days after the first letter has been issued and tenants will be advised that every effort will be made to recover the sums due.
	2.3	The Association will prepare a Standard Schedule of Charges for the most common recharge items from the Reactive Maintenance Contract to allowissue of the recharge invoice within the 60 days.
	2.4	In line with the Association's Financial Regulations, no amounts due, over £100, will be written off as irrecoverable without the prior approval of the Board.
3.	**Budgetary implications**	
	3.1	The Association's reserves are at risk if rechargeable repairs are not administered, processed and collected timeously. Failure to collect rechargeable costs could ultimately require additional rental income to fund any over-spend on the repairs budget.
	3.2	The Associations aim is to keep rents as affordable as possible. Procedures have been developed to ensure the effective implementation and control of this policy.
4.		**Rechargeable repairs**
	4.1	It is the Associations policy to recharge tenants (including former tenants) the cost of repairs undertaken by the Association where: **Tenants Responsibility :** the repairs are deemed the tenant's responsibility as set out in the Tenancy Agreement and Tenants Handbook Repairs Responsibilities Grid. **Damage or Neglect :** the Association's Tenancy Agreement clearly states that the tenant will be responsible for the cost of any repairs required because of damage / neglect of the property caused by the tenant, members of his/her household, visitors or pets. **Tenancy End :** The tenant will be charged for costs incurred for repairs deemed to be the responsibility of the tenant to complete, or for the removal of goods or belongings from a void property

		previously agreed with the tenant to be undertaken prior to moving out. **Abandonments and evictions**: The tenant will be charged for the removal of belongings and repairs carried out to an abandoned property or where a tenant has been evicted and where the out-going tenant can be pursued. **Unauthorised or unsatisfactory alterations**: The tenant will be charged for repairs that are required to be undertaken by the Association due to unauthorised or unsatisfactory alterations carried out by the tenant. **Lack of Access :** Where there has been a lack of access after a warning letter has been issued the Association will recharge the tenant for the cost of the call-out. **Forced Access :** Where the tenant has been contacted and failed to respond to written requests to allow access for emergency repairs, repairs required to prevent serious damage to the property, repairs that are a threat to the health or life of others or for gas servicing, the tenant will be recharged for forcing entry and reinstating the door and locks. **Lock replacement**: Where a tenant loses their keys and a lock replacement is required. **Assistance Requested :** A tenant may request the assistance of the Association in the completion of repairs, even though they are aware they will be recharged for the work carried out.
	4.2	**Exceptional circumstances** In certain circumstances it may be deemed inappropriate to pursue the raising of, or the non-payment of, a recharge. Each specific case will be assessed and where necessary : • flagged up by the Housing Officer, • agreed with Housing Manager or Housing Management Director and • recorded on the re-chargeable repairs spread sheet/ONEHousing. As there will be situations where there can be no definite guarantee of when, or which member of staff will first become aware of the special circumstances all officers will be responsible to raise queries for clarification with other teams. The Housing Team will ensure a final decision is made on each case.

5.0		**Advising tenants**
	5.1	On raising a repair order, staff will advise the tenant during the discussion on the repair request, where there could be a recharge by referring to the Tenants Handbook Repairs Responsibilities Grid. Tenants should be given an estimated cost of the repair. In the event that estimates or more complex work are required, the tenant should be advised of the cost prior to the work commencing. Tenants should be advised that they can opt out of the repair and carry out the work themselves or use a private contractor. This work will be subject to inspection and the tenant will be liable for the costs to make good, if the repair is not adequate.
6.0		**Procedure for recovery**
	6.1	Where the rechargeable repair item is on the standard Schedule of Charges the Association will raise the rechargeable account priced from that standard Schedule of Charges.
	6.2	For other works requiring estimates or more complex work, the rechargeable invoice will be raised immediately on the receipt of the contractors invoice.
	6.3	The Association will write to tenants should the charge out information not be available 60 days after the repair was raised, clarifying the delay.
7.0		**Administration charges and discounts for prompt payments**
	7.1	Each rechargeable repair invoice will be subject to a 15 % administration fee, added on to the total value of the invoice, to reflect the increased administration due to the issuing of notification letters, invoices and debt collection.
	7.2	To incentivise the prompt settlement of rechargeable repair invoices, the Association will not add on the 15% administration fee if the account is settled within 28 days.
8.0	**Accounts uneconomic to pursue**	
	8.1	Where total rechargeable repair costs amount to less than £10.00, the Association would not consider these cases cost effective to pursue.
9.0	**Recording, monitoring and reporting**	
	9.1	All orders covering rechargeable elements will recorded in the ONE Housing database as job orders. An analysis of the database job orders, together with the spread sheet will be prepared and included in the reporting cycle at the end of each financial year.
	9.2	The re-chargeable event should be recorded and included in the reporting cycle, even if the decision is not to pursue the debt.
	9.3	The outcome of the policy will be monitored annually by SMT.

		The Property Services Director will report on : • number of cases of re-chargeable repairs raised • amount recharged • amount written off • comparison current and previous year
10.0	**Linked policies**	
	10.1	HM PS 01 Void Policy Re-chargeable Repairs Procedure – Housing Management Actions Re-chargeable Repairs Procedure – Property Services Actions