



Rechargeable Repairs Policy

Policy Ref: PS05

Prepared By	Operations Director
Date of Review	March 2023
Date of Next Review	March 2026
Reviewed By	PHA Board

1. Introduction

1.1 Statement of objectives

The Rechargeable Repairs Policy aims to ensure that the Association appropriately identifies, records, monitors and recovers costs associated with Rechargeable Repairs.

Our objectives include:

- providing a prompt, efficient and cost effective responsive rechargeable repairs service;
- ensuring that systems are in place to enable the Association to comply with its duties in relation to rechargeable repairs;
- having systems and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both Association and tenant;
- operating an effective monitoring system, including audit trails and reporting systems that ensure compliance with the rechargeable repairs process; and
- responding promptly to missed payments, establishing early contact if arrears persist and endeavouring to pursue full recovery of rechargeable repairs debt.

1.2 Compliance with Regulatory Standards

In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator (SHR) has identified a number of key indicators relevant to housing maintenance by which it will measure landlord performance, including the following:

- Quality of housing – tenants' homes as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS) and any other building quality standard in place throughout the tenancy.
- Repairs, maintenance and improvements – tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- Value for money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

1.3 Expected Outcomes

Key outcomes of operating an effective Rechargeable Repairs Policy include:

- ensuring that properties are well maintained, safe, secure and in line with the SHQS and any other building standard in place;
- optimising customer satisfaction with the implementation of rechargeable repairs; and
- delivering value for money.

1.4 Corporate Fit

1.4.1 Legislation and best practice

We will comply with all relevant legislation and associated regulations, including:

- The Health & Safety at Work Act 1974
- The Housing (Scotland) Act 1987, 2001, 2010 & 2014
- Public Health (Scotland) Act 1987
- Environmental Protection Act 1990
- Gas Safety (Installation and Use) Regulations 1998
- The Scottish Social Housing Charter

Our Rechargeable Repairs Policy is consistent with our:

- Group Corporate Plan;
- Business Plan;
- Repairs & Maintenance Policy;
- Alterations & Improvements Policy;
- Arrears Management Policy;
- Asset Management Strategy;
- Health & Safety Policy;
- Procurement Strategy;
- Privacy Policy;
- Group Standing Orders; and
- Group Financial Regulations.

1.4.2 Equalities

Our Rechargeable Repairs Policy complies with the Association's Equality Policy to ensure equality of treatment for all tenants without discrimination or prejudice.

1.4.3 Confidentiality

PHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence under General Data Protection Regulation (GDPR) and in line with PHA's Privacy Policy.

1.4.4 Business Plan and risk management

Our Business Plan assumes that rechargeable repairs will be pursued and recovered where appropriate. We therefore seek to mitigate against business risk through maximising our recovery of rechargeable repairs and managing rechargeable repairs in an efficient, effective and economic manner.

1.4.5 The Board

The Operations Director has responsibility for overseeing the implementation of the Rechargeable Repairs Policy, with the Property Services Manager and Housing Services Manager responsible for key aspects of the day to day service delivery with delegation of specific tasks to appropriate staff.

The Board will receive routine updates on the implementation of the Rechargeable Repairs Policy so that they can have assurance that it is operating effectively in practice.

2. KEY PRINCIPLES – RECHARGEABLE REPAIRS POLICY

2.1 What are rechargeable repairs?

2.1.1 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. If a tenant has damaged their property or failed to take care of it, we may charge for the costs of repair.

2.1.2 PHA's conditions of tenancy set out the repairs responsibilities of both landlord and tenant. Repairs that are the tenant's responsibility are outlined in the Association's Repairs & Maintenance Policy and on our website.

2.1.3 'Rechargeable repairs' occur where there is a need to carry out a repair and it is reasonable for PHA to conclude that the repair was the tenant's responsibility and necessary as a direct or indirect result of their actions. Examples of circumstances where PHA will recharge tenants for the full costs associated with a repair, include where repairs are required because of:

- vandalism, negligence, destructive actions by the tenant or visitor to the property, including common areas, or where no action by the Association could result in serious damage to the property and / or neighbouring homes (e.g. health and safety or environmental reasons);
- wilful damage (where this is due to vandalism, it must have been reported to the Police);
- damage caused to the property by the Police following a lawful raid at a property which results in an arrest;
- costs for repairs deemed to be the responsibility of the tenant to complete, or for the removal of goods or belongings from a vacant property, including common areas, to be removed by the tenant prior to moving out;
- costs for the removal of goods or belongings from a property and/ or cleaning, including any common areas;
- repairs required due to unauthorised or unsatisfactory alterations carried out by the tenant;
- repairs carried out due to an abandoned property, or where a tenant has been evicted and where the outgoing tenant can be pursued;
- forced entry is required due to lost keys;
- the emergency call-out service being misused;
- 'no access' to specifically arranged jobs, such as emergencies;

- costs attributed to gaining access for gas servicing and / or uncapping gas meters after reasonable opportunity has been given to the tenant to allow access; and
- removal of items from communal areas which can be attributed to a particular tenant or owner.

2.1.4 In these circumstances, the Association may undertake a repair but recharge the relevant tenant for the costs incurred. Where a tenant reports such a repair, under the direction of the Property Services Manager, the Association will:

- advise of the tenant's responsibilities under the terms of the Tenancy Agreement with respect to payment of recoverable charges;
- seek to obtain the tenant's agreement prior to any work being instructed, unless in an emergency;
- seek to recover sums due in line with the Association's debt recovery processes;
- in exceptional circumstances, where there is severe financial hardship, we will request that a minimum of 25% of the full cost is paid before the repair is raised, and the remaining outstanding balance must be paid over a maximum period of 12 months.

2.2 Emergency works

2.2.1 When an emergency rechargeable repair is reported, the tenant, or the person reporting the repair on the tenant's behalf, will be advised that the repair will be recharged in terms of the conditions of tenancy. The Association will only complete works of an emergency or Health & Safety nature, where failure to act could result in personal risk and / or damage to the property and / or neighbouring homes.

2.2.2 The approximate cost of the rechargeable repair will be notified to the tenant. The tenant will be given the opportunity to rectify the fault using their own contractor if they wish, prior to PHA raising an order. However if the tenant wishes PHA to undertake the repair, as soon as the invoice is received by PHA from the contractor, an account will be sent out.

2.2.3 Where an emergency call out is made for a non-emergency repair the tenant will be recharged the cost of the call-out as well as a service charge.

2.3 Non-emergency works

- 2.3.1 The Association will only complete works of a non-emergency nature where there are Health & Safety or other reasonable considerations, where failure to act could result in damage to the property and / or neighbouring homes. Where a non-emergency repair is carried out and it is reasonable to conclude that the repair was the tenant's responsibility and necessary as a direct or indirect result of their actions, the tenant will be recharged the full cost of the repair (e.g. as a result of vandalism, police forcing entry with a lawful warrant, damage or neglect to the component or property).
- 2.3.2 The approximate cost of the rechargeable repair will be notified to the tenant, based upon Association's contract rates or in negotiation with the contractor prior to raising an order. The tenant will be given the opportunity to rectify the fault using their own contractor if they wish, prior to PHA raising an order. However if the tenant wishes PHA to undertake the repair, as soon as the invoice is received by PHA from the contractor, an account will be sent out.
- 2.3.3 If a tenant wishes PHA to complete a non-emergency repair that is rechargeable they will be required to sign a mandate for the works to be carried out and to confirm that they will pay for the works along with the associated service charge.

2.4 Invoicing rechargeable repairs

- 2.4.1 On completion of the repair and receipt of invoice from the contractor, PHA's Property Services team will pass details to the Finance team within 14 days. In turn the Finance team will issue an invoice to the tenant within 14 days.
- 2.4.2 The tenant will be required to settle the account or make arrangements to pay the account within 28 days of it being issued. If no response is received within this timescale, then a final reminder will be sent giving a further 7 days to settle the account or make arrangements to pay it.
- 2.4.3 PHA will seek payment of the full amount but if this is not possible, for example where there is evidence of financial hardship, the Property Services Team will agree a reasonable repayment arrangement with the tenant.

2.5 Debt recovery

- 2.5.1 Under the direction of the Housing Services Manager, the Association will take all reasonable steps to recover the costs associated with rechargeable repairs in line with PHA's established debt recovery processes (as referenced in our Arrears Management Policy). This includes being proactive, providing appropriate advice and routinely reporting performance on all outstanding debts relating to a tenancy, and may include small claims action or legal action if appropriate.

- 2.5.2 Tenants with outstanding debt in relation to rechargeable repairs, not making any reasonable attempt to pay, may only receive a statutory repairs service until a payback arrangement has been agreed and maintained for at least three months.
- 2.5.3 The Property Services Team will be responsible for agreeing and monitoring repayment arrangements that are reasonable in the view of PHA. If a tenant is already making arranged payments for rent arrears or other tenancy debts, the Housing Officer will agree a reasonable repayment plan so that an appropriate amount is put towards recovery of the rechargeable repair debt.
- 2.5.4 Tenants in debt to the Association in relation to rechargeable repairs may not be considered for a transfer to another PHA property until the debt has been paid in full.
- 2.5.5 Where a rechargeable repair debt relates to a former tenancy, this sum will be pursued initially by the Property Services Team, but if they receive no response after making contact with the former tenant twice, then this case will be passed to the Housing Services Team for appropriate action in line with PHA's established debt recovery processes.

3. Miscellaneous

3.1 Alternative formats

- 3.1.1 On request, the Association will provide translations of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc, and these can be obtained by contacting the Association's offices. The Association is a member of the 'Happy to Translate' scheme.

3.2 Next Review

- 3.2.1 We will review the Rechargeable Repairs Policy every three years or sooner if required by statutory, regulatory or best practice requirements.