



## Clydebank Housing Association Limited

*"Offering our community more than a home"*

### Rechargeable Repairs Policy

Housing Services Sub-Committee submission:	26 September 2023
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#### CHA Objectives:

- To provide quality, affordable housing that meets the changing needs of our customers and to ensure fair access to housing within our area.
- To manage the houses provided, in a professional and cost effective manner, for the benefit of our local community and the environment.
- To provide a first class maintenance service which offers value for money and ensures the comfort and safety of our residents while achieving high levels of satisfaction

#### Regulatory Standards:

- The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- The RSL 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. And its primary focus is the sustainable achievement of these objectives.
- The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- The governing body bases its decision on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

***This policy can be made available on request in a variety of different formats, such as on tape, in large print and translated into other languages.***

## **Aims of Policy**

The Association aims to ensure best value for money and best use of the maintenance budget. It is imperative that the Association recovers repair costs from tenants which are not covered by the tenancy agreement in order that it can keep its rental charge and subsequent annual increases as low as possible. Therefore, where appropriate and reasonable, the Association will endeavour to recharge tenants for repairs which are either the tenant's responsibility or are as a result of wilful damage, negligence or accidental damage.

The importance of prevention through education and regular communication between the Association, its tenants and prospective tenants is paramount. Through appropriate tenancy management and communication we aim to minimise the likelihood of tenants causing damage to their home which could result in a rechargeable repair. Owing money for rechargeable repairs can mean a tenant is prevented from obtaining housing in the future as well as causing the tenant debt issues. We recognise there are four main stages in the management, communication and education process:

- 1) Before the tenancy begins
- 2) During the tenancy
- 3) Ending the tenancy
- 4) After the tenancy has ended

Considering the Housing Services processes at each of the above four stages should allow adequate information to be passed to tenants/prospective tenants thus reducing the likelihood of both a rechargeable repair being raised and a charge having to be paid. Furthermore, it affords the Association a robust mechanism to manage and act on those tenants who fail to look after their home and incur rechargeable repairs. This policy is supplemented by our Tenancy Sustainment Policy which will help tenants and applicants address any tenancy/support issues which could contribute to rechargeable repairs.

## **Before the Tenancy Begins**

### **Housing Application Form**

- Tenancy references – we will actively request references from Housing Associations and Councils for all applicants who apply for housing from us. If a reference indicates rechargeable repairs we will discuss this with the applicant and advise them they must contact their landlord to clear any debt owed.
- Suspension of housing application form - if the debt is greater than the equivalent of one month's rental charge at the time, the applicant will be suspended from the list until the debt is either cleared or reduced to less than one month's rent.
- Identification of support needs – we recognise that some applicants may have support issues which may contribute to a higher likelihood of them being unable to maintain their tenancy properly. In identifying support needs for applicants we endeavour to ensure that support services are in place before they become a tenant, which in turn should maximise the chance of them maintaining their tenancy and reduce the chances of any rechargeable damage or similar occurring.

- Interviews for vulnerable groups, e.g. 16-21 year olds – similarly, we recognise that some groups may have little or no experience of maintaining their own home. We undertake to interview these applicants to signpost towards education of becoming a tenant. As above, this should maximise the chance of them maintaining their tenancy and reduce the chances of any rechargeable damage or similar occurring.
- Review of housing form – to ensure we have up to date information on circumstances or issues which may affect tenant’s ability to maintain a tenancy, as part of our annual application review we undertake to update information relating to ability to support needs and/or ability to maintain a tenancy up to date.
- Partner agencies – we undertake to maximise referrals to partner agencies for applicants who we identify with support needs, or applicants who directly approach us.
- All transfer applicants will be subject to an inspection of their tenancy at as early a stage as possible after we receive their application for housing. To facilitate this, a referral will be made to the Housing Services Department on receipt of a transfer application. Any rechargeable repairs found at this stage will be highlighted to the tenant/applicant and advice given that no offer of housing will be made until the items are made good or the costs of repair are paid by them in full. This will be confirmed in writing. As part of the application process a full check of the rent account, alongside any rechargeable debt will also take place, with the applicant being subject to suspension criteria for debt owed as outlined in the Allocations Policy. This in turn will encourage tenants owing money for rechargeable repairs to make payment.

Tenant obligations in respect of wilful damage will be communicated at each of the following stages in the application process: -

#### Offer of housing

- Offer letter
- Allocation visit
- Viewing of house
- Explanation of lettable standard

#### Sign up for tenancy

- Cover tenant and landlord obligations in missive of let
- Right to repair information
- Guidelines for alterations - laminate flooring etc.
- Cover action for breach of tenancy agreement
- Tenant signs checklist to confirm information has been received
- Record of repair condition at time of let

#### During the Tenancy

- Visits to the tenancy – the Association recognises that prevention of rechargeable repairs is important. To this end we undertake to note any potential unauthorised

alterations by our tenants as part of our daily business. The Association carries out visits to most tenants at regular intervals during their tenancy. In the main this will be as part of day to day duties e.g. maintenance inspections, stock condition surveys, rent arrears visits, new tenant visits etc. We will continue to explore other access methods as part of other policies such as our Tenancy Sustainment Policy which will be put in place during 2016.

- Breach of tenancy – where unauthorised alterations are noted, we will contact the tenants responsible and where necessary action/warn for breach of their tenancy agreement.
- Rent account credits – no credits will be paid back to tenants where monies are already owed for rechargeable repairs. The Housing Management Department will work closely with both the Maintenance and Finance Departments to ensure that this process works effectively.
- Support needs – during our dealings with our tenants we undertake to take note and cognisance of any support needs highlighted to us. This in turn will enable us, where possible, to put in place support services, either directly or indirectly. The aim being that vulnerable tenants through support will be less likely to cause damage to their tenancy.
- Liaison with external agencies – linked to support needs, we will maximise and utilise our relationships with our partner agencies to ensure our tenants have access to the services they need. One example of this is at the start of a tenancy referring (with the tenants permission) to the fire service for a fire safety check at their new home.
- Payment agreements – all payment agreements we make will be fair and take into account tenants earnings/benefits and their ability to pay. This in turn should maximise the ability of the tenant to pay and in turn reduce any monies owed.
- Tenancy references – we will ensure that all rechargeable repairs debts and linked breach of tenancy agreements are noted on any references we are required to provide to other housing providers or similar. We will advise our tenants when highlighting a repair they are responsible for or writing to them agreeing a rechargeable repair repayment that we will do this.

### **End of Tenancy**

- Awareness – at all stages of the end of tenancy process tenants will be reminded of their obligations in terms of making good repairs and payment of debt owed. This will be documented in the end of tenancy letter sent to all tenants giving up their tenancy. Referral to the Maintenance Department will also be made when keys are handed in by the tenant and no repayment agreement for rechargeable repairs exists.
- Rent account credits analysis – in keeping with the process during the tenancy, no rental credit will be refunded to the tenant if a debt for rechargeable repairs exists.
- Contact with tenant – all possible attempts will be made to ensure the tenant is in contact with the Association throughout their end of tenancy process and are fully aware of their obligations and responsibilities.

## **After Tenancy has ended**

- Keeping in touch – through our shared housing services systems, all address and contact details will be kept up to date to ensure that former tenants can be contacted regarding any rechargeable repairs issues by the appropriate department.
- During any Housing Management contact with former tenants who have former tenant arrears, referral to either Maintenance or Finance departments will be made where appropriate. To facilitate this, the warnings function of our housing management software will be used to make staff aware there are rechargeable repairs issues.
- Rent account credit analysis – as per during the tenancy and at the end of tenancy process, no credit in a former tenants rent account will be refunded if rechargeable repairs debt exists.

## **Responsibility for Repairs**

Section 5 of the Scottish Secure Tenancy Agreement sets down repairs and maintenance responsibilities for the Association and for the tenant.

The Association will undertake repairs to a reasonable standard to maintain the property in a wind, watertight and habitable condition.

The tenant is responsible for taking reasonable care of the property and repairing damage caused wilfully or negligently by them, by anyone living with them or by visitors to the property. This does not include damage caused by fair wear and tear or by vandalism (providing this has been reported to the police and a crime reference number provided to the Association). The tenant is also responsible for replacing lost or broken keys, forcing entry because of lost keys or costs incurred by the Association if they fail to provide access for a pre-arranged repair appointment.

## **Categories of Rechargeable Repairs**

### **No Access – Gas Servicing Appointments**

Procedures are in place giving tenants the opportunity to arrange a suitable access appointment for the Association's contractor to carry out the statutory annual service of gas appliances within the anniversary date. Tenants are advised, in writing, that failure to arrange access can result in a forced entry to carry out the annual service and all associated costs of such will be recharged to them.

### **Void Works**

When a tenant gives notice to terminate their tenancy a pre-end of tenancy visit should be arranged to inspect the property. Any rechargeable repairs or unauthorised alterations will be brought to the tenant's attention allowing them the opportunity to complete the repairs before the end of tenancy. The tenant will be required to sign the pre-end of tenancy checklist form confirming they have been advised of any such works.

If the tenant wishes the Association to carry out any identified rechargeable works a price will be obtained and the tenant will be required to pay the full amount prior to the end of tenancy. This will also apply to tenants who are transferring to another Association property.

If the tenant is carrying out any pre-end of tenancy repairs themselves a further inspection will be required, prior to the tenancy ending, to confirm that the works have been completed to a satisfactory standard.

Any rechargeable repair works discovered after the tenancy has ended will be recharged to the former tenant. This will include the removal of any items/belongings left in the property, garden or cage area at the multi-storey flats.

If a charge is to be made under this category, photographic evidence will be collected.

In the event of a mutual exchange the outgoing tenants may be asked to carry out or pay for any rechargeable work prior to the exchange being approved, or the incoming tenant may be asked to accept responsibility for any alterations or rechargeable work.

There will be occasions when it will not be possible to carry out a pre-end of tenancy inspection e.g., eviction, abandonment, tenant does not arrange appointment. In such cases a void inspection will be carried out and a photographic record taken of any damage or work required to the property which is deemed to be the former tenant's responsibility. When a forwarding address exists, a letter will be sent advising the former tenant that they will be recharged for costs incurred by the Association. Where no forwarding address is known a file note will be made of the costs incurred for future reference should the Association become aware of the former tenants whereabouts or if a tenancy reference is requested from another landlord in the future.

### Repairs arising from Tenant Alterations

A repair can arise, either during the course of a tenancy or when a property becomes void, because the tenant has carried out authorised or unauthorised alterations.

Tenants are required to obtain the Association's consent for alterations to the property and the conditions attached to the consent include the requirement for the tenant to take responsibility for the maintenance of the alteration and also for removing the alteration at the end of tenancy and making good any resultant damage.

If an alteration is discovered during a tenancy the tenant will be required to seek retrospective permission and any unsafe works will be required to be made safe immediately at the tenant's expense. If the Association is required to carry out any make safe works these will be recharged to the tenant.

### Miscellaneous

In emergencies, where there is a detrimental effect on the property or a risk to health & safety, the Association will reserve the right to arrange for the works to be carried out immediately and charged to the third party or recharged to the tenant.

At the time of reporting it is not always possible to state whether or not the repair is rechargeable. This is particularly true in cases where the damage has been caused by neglect or wilfully by the tenant. In these cases the tenant will be advised that the

repair may be rechargeable and asked whether they wish to proceed with the call-out (except in emergencies as above).

Rechargeable works of an excessive amount, where the Association's Insurers have accepted a claim, will have the cost to the tenant restricted to the excess charge of the policy.

### **Rechargeable Repair Requests from Tenants**

Occasionally current tenants request the Association to carry out a repair which they know they are responsible for but are unable to arrange themselves. The Association will assist in these cases as long as the repair is paid for in advance.

### **Exceptions to Charging**

The Head of Housing Services or Housing Services Manager may review individual cases and apply a full or partial credit where the following can be evidenced;

- In situations where emergency services force access to secure the safety of a resident from their home
- Where there is damage to the property as a result of a domestic violence situation providing the tenant fully co-operates with the police and other relevant agencies
- The police can confirm they have a report of an incident by a third party and can provide a crime reference number
- In situations where the tenancy is ended due to the death of the tenant and there is no estate or credit in rent account
- The police force entry to a property under warrant and can confirm that this did not result in a charge or conviction
- In situations where damage was caused as a result of fair wear and tear (per the Tenancy Agreement)
- The tenant has special needs or extenuating circumstances which affect their understanding of their liability for the repair or ability to avoid incurring the costs involved
- Invoicing the tenant can lead to unacceptable financial hardship
- Where there are significant humanitarian concerns involved in the case

### **Monitoring & Reporting**

The Finance Manager will report on the total amounts invoiced, total receipts and debt recovery arrangements to the Finance, Staffing & GP Sub-Committee on a quarterly basis.



The Head of Housing Services and Housing Services Manager will report on void rechargeable repair costs to the Housing Services Sub-Committee on a quarterly basis

### **Debt Recovery**

Arrangements for repayment of rechargeable repairs, debt recovery and write-offs are detailed in the relevant Finance procedures.

### **Disputes & Appeals Procedure**

Where a recharge decision is disputed a written appeal should be made within 28 days of receiving the decision.

The Maintenance Officer or Housing Services Manager will review the recharge and if it is upheld written reasons will be given. If there has been a procedural failure or factual error that justifies reversing the recharge decision, the appeal will be upheld.

If, following an appeal, the tenant is still dissatisfied recourse can be sought through the Association's Complaints Handling Procedure.

### **Equal Opportunities**

Clydebank Housing Association will ensure equality of opportunity across the full range of our activities, including both employment and service provision.

We will not discriminate on the grounds of Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex and Sexual Orientation.

## **For Office Use Only – Actions**

Customer Consultation Required/Arranged	No
Intranet Update	Yes
F Drive Update	Yes
Website Update	Yes



Leaflet change required?	No
Newsletter Promotion?	No
Other information updated, e.g. posters, automatic email responses, post cards, answering machine messages, etc.	No
Equality Impact Assessment completed	Yes