



REIDVALE HOUSING ASSOCIATION
Rechargeable Repairs Policy

Policy Approved	24.11.21
Due for Review	November 2024
Author	Maintenance Manager

POLICY SUMMARY

Purpose:	To set out Reidvale Housing Association's approach to Rechargeable Repairs.
Guidance:	Statutory Guidance The Scottish Social Housing Charter Requirements of the Scottish Housing Regulator
Regulatory Compliance	<p>Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 2: 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 priorities.</p> <p>Standard 3: The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.</p> <p>Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p>
Financial Impact	Medium
Risk Assessment	Low
Date Reviewed:	October 2021
Date approved by Management Committee:	27.10.21

Contents

1.	INTRODUCTION.....	1
2.	REGULATORY REQUIREMENTS	1
3.	LEGAL FRAMEWORK	2
4.	WHAT IS A RECHARGEABLE REPAIR.....	2
5.	DISCRETION TO RECHARGE	3
6.	INVOICING	3
7.	WRITE OFF'S AND BAD DEBT	3
8.	RECORD KEEPING AND REPORTING.....	4
9.	STAFF TRAINING.....	4
10.	EQUALITY & DIVERSITY.....	4
11.	GDPR.....	4
12.	COMPLAINTS.....	4
13.	POLICY REVISION.....	5

1. INTRODUCTION

- 1.1 This policy sets out how Reidvale Housing Association (RHA) will recover its rechargeable repair costs from current or former tenants, ensuring that our homes are properly maintained and that the application of recharges is fair, transparent and makes effective use of RHA's maintenance budget.
- 1.2 A rechargeable repair is where a repair is carried out that is the responsibility of the tenant or is a result of damage or neglect by the tenant, their family, visitors or pets. In addition, this applies to repairs carried out to vacated properties to bring the property up to RHA's lettable standard and/or the cost of forcing entry to carry out repairs or gas servicing.

2. REGULATORY REQUIREMENTS

2.1 Scottish Social Housing Charter

The Scottish Government, through the Social Housing Charter (2017), sets the outcomes it expects Landlords to achieve for their residents. This policy complies with the following charter outcomes:

Charter Outcome 1 – Equalities: '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'.

Charter Outcome 2 – Communication: 'tenants and other customers find it easy to communicate with their landlords and get the information they need about their landlord, how and why it makes decisions and the services it provides'.

Charter Outcome 11 - Tenancy Sustainment: 'tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations'.

Charter Outcome 13 – Value for Money: 'tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay'.

2.2 Regulatory Standards

The Scottish Housing Regulator (SHR) have seven Regulatory Standards (2019), which all Scottish registered social landlords must meet. This policy is aligned to Standards 1, 2, 3 and 5 of the SHR's Regulation Framework.

- **Standard 1** - The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- **Standard 2** - 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 priorities.

- **Standard 3** - The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- **Standard 5** – The RSL conducts its affairs with honesty and integrity.

3. LEGAL FRAMEWORK

This policy is in accordance with the Housing (Scotland) Act 2001 and the Scottish Secure Tenancy Agreement used by RHA.

4. WHAT IS A RECHARGEABLE REPAIR

4.1 All rechargeable repairs are identified in line with the relevant sections contained within the Scottish Secure Tenancy Agreement. RHA may recharge in the following situations: -

- When the repair is normally the responsibility of RHA, but there has been accidental or deliberate damage by the tenant, any member of the tenant's household or a visitor to the house.
- If we carry out a repair that we later find out is not the responsibility of RHA e.g. repairs to tenants' alterations.
- Visits by our contractor to carry out a repair or gas service when the tenant has not provided access for agreed appointments and RHA has incurred a charge.
- Damage caused by the tenant, a member of their household or a visitor, identified at the End of Tenancy Inspection resulting in repairs required before the house can be re-let.
- Wilful damage of acts of vandalism caused by a tenant, a member of their household or a visitor that has not been reported to the police.
- Repair carried out by RHA at the tenant's request, for example replacing lost or broken keys.
- Making good the house following improvement/alterations carried out by the tenant without RHA's approval or not to an acceptable standard.
- Where a tenant forces entry or instructs a third-party to force entry to RHA property, the tenant will be responsible for making good any damage caused during this operation and all costs incurred in replacing the door/ locks etc. will be recharged to the tenant.

5. DISCRETION TO RECHARGE

- 5.1 RHA recognises that recharging the cost of repairs to tenants may not always be appropriate. Accordingly, discretion is delegated to the any member of the Management Team / Maintenance Officer to determine if a recharge should be applied and the full cost levied.
- 5.2 Factors to be considered in deciding whether to levy a recharge will include:
- In cases where emergency services force access due to concerns for the safety and wellbeing of the tenant within their home.
 - 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 the tenant is deemed to be vulnerable.

6. INVOICING

- 6.1 When Reidvale receives an invoice for a rechargeable repair and it has been processed internally and authorised for payment by staff, the invoice is then passed to the Maintenance Assistant who prepare a rechargeable repair invoice.
- 6.2 The Maintenance Assistant will then issue the rechargeable repair invoice to the tenant. The tenant will be asked to make payment in full within 28 days or make payments as agreed through their instalment plan.

7. WRITE OFF'S AND BAD DEBT

- 7.1 Prior to the end of each financial year the Management Committee will consider a report from the Housing Manager recommending rechargeable repairs that are to be written off and any provision for bad debt that should be provided for in the next financial year.
- 7.2 Rechargeable repairs can be written off in the following circumstances:
- Deceased
 - Former tenant with no forwarding address or no payment made in the last year
 - Bankruptcy / Sequestration

7.3 It should be noted that debts are written off for accountancy purposes but a debt that has been written off can and should be resurrected and pursued if the Association becomes aware of the tenant's new address.

8. RECORD KEEPING AND REPORTING

8.1 All rechargeable repairs will be loaded onto Castleton and a signed arrangement for will be kept on file on Castleton and in the tenant's electronic house file.

8.2 Rechargeable repairs will be reported to the Management Committee. The report will contain the number of rechargeable repair cases, amount outstanding and amount collected.

9. STAFF TRAINING

Reidvale Housing Association will ensure that all staff who are required to work on rechargeable repairs will receive regular and appropriate training.

10. EQUALITY & DIVERSITY

Reidvale Housing Association is an equal opportunities organisation. We are committed to providing an environment of respect, understanding, encouraging diversity and eliminating discrimination. No person or group of persons applying for housing and housing services will be treated less favourably than any other persons or groups of persons because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

11. GDPR

Reidvale Housing Association will treat your personal data in line with our obligations under the current General Data Protection Regulation and our Privacy Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Fair Processing Notice.

12. COMPLAINTS

Although we are committed to providing high levels of service, we accept that there may be occasions where a service user may not be satisfied with the service received from the Association. We value all complaints and use this information to help us improve our service. Any service user, complying with the procedure, but remaining dissatisfied with any aspect of the service they have received have the right to

submit a complaint to the Association in accordance with the Complaints Handling Procedure.

13. POLICY REVISION

The Association undertakes to carry out a comprehensive review of all aspects of this policy at least every three years. The review will take account of legislative changes, new policy guidance, best practice advice and the views of service users.