

FORTH HOUSING ASSOCIATION LIMITED

Rechargeable Repairs

Code: M 11

Approval: August 2008

Review Date: June 2011

Cross Reference: M 10 Reactive Repairs
HM 11 End of Tenancy
Procedures
HM16 Scottish Secured
Tenancy Agreement
HM24 Tenants handbook
HM 26 Voids Management
Policy
Gov 05 Complaints



This document can be made available in alternative languages or formats (such as large print, audio etc). Please contact staff as required.

1.0 Introduction

- 1.1 Forth Housing Association is responsible for the maintenance and repair of its stock. However, tenants also have responsibilities for some repairs and maintenance which are set out in both their Tenancy Agreement and Tenants' Handbook.
- 1.2 The Association works within financial budgets therefore to maximise resources tenants and former tenants will be recharged for repairs/works carried out on their behalf which are considered their responsibility.
- 1.3 Forth Housing Association aims to ensure that tenants understand their obligation to pay rechargeable repairs and the options available for doing so.
- 1.4 Forth Housing Association will use all available means to recover the cost incurred of completing works/repairs for which individuals are liable.
- 1.5 In addition, where necessary, any fees which the Association incurs in pursuit of debts owed by individuals will be added to the original cost for the works/repairs.

2.0 Definition of rechargeable repairs\works.

- 2.1 Forth's tenancy agreement highlights that the tenant is responsible for repairing damage caused wilfully, accidentally or negligently by the tenant, anyone living with the tenant or an invited visitor to their home. If the Association decides to carry out the repair work the tenant must pay us the cost of the repair.
- 2.2 The following are examples of rechargeable repairs but is not an exhaustive list:
 - Loss of keys, resulting in forced entry, replacement lock\barrel, providing extra keys and/or repairs to door standards, door or locks.
 - Repairs to any appliances, or fixtures, which have been supplied or fitted by the tenant.
 - Careless or malicious damage to the building, or the Association's fixtures, caused by the tenant, member of their household or visitor.
 - Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property.
 - Damage caused by vandalism, break-in or attempted break-in where the tenant has not reported the incident to the police and received a crime number.

2.2 Cont\.

- Cleaning or redecoration of a home or garden area required to bring the property to a re-lettable standard at the termination of a tenancy.
- Reinstatement of a property as a result of alterations or additions carried out by the tenant without permission, or to an unsatisfactory standard.
- Forced entry to a property to carry out annual gas safety check where access has not been provided by the tenant.
- Aborted call by contractor when appointment not kept by tenant

3.0 Reactive Repairs/Works

- 3.1 When a tenant requests work to be carried out on their behalf by the Association, generally only work which is categorised as an “Emergency Repair” will be undertaken
- 3.2 An “**Emergency Repair**” is taken to be *work necessary to prevent serious damage to the building, danger to health, risk to safety, or risk of serious loss or damage to the occupier’s property.*
- 3.3 Should a tenant contact the Association’s emergency service out with office hours, and that repair is subsequently deemed to be the tenant’s responsibility, the tenant will be recharged for the cost of the work.
- 3.4 Should a tenant request that a repair be carried out as an emergency when it does not fall into that category, the tenant may be asked to pay the difference in cost that the Association would have expected to pay a Contractor if a “Routine” repair had been carried out.
- 3.5 In exceptional circumstances the Association may carry out works on a tenant’s behalf. Mitigating circumstances may relate to ill health, age/infirmity or similar. In such circumstance an administration charged as detailed below at **6.0 Costs charged** shall be levied.

4.0 End of Tenancy

- 4.1 When a tenant terminates their Tenancy with the Association an End of Tenancy Inspection will be completed by a member of Staff. The tenant will be advised in writing of any work which they are required to carry out prior to vacating the property. Any works not carried out will be undertaken by Forth Housing Association and the cost incurred recharged to the former tenant.

4.0 End of Tenancy\cont.

4.2 There will be occasions when it will not be possible to carry out an End of Tenancy Inspection.

a. Eviction, Abandonment and Repossession

- I. 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.
- II. When a forwarding address exists the former tenant will be written to advising that they will be recharged for the cost incurred by the Association.
- III. 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.

b. Death

- i. 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 deceased's responsibility.
- ii. In order to maintain a degree of sensitivity, the Association will allow a period of four weeks to elapse prior to contacting the next of kin or executor/executrix if known. This should ensure sufficient time for funeral arrangements etc. to be completed.
- iii. Where no contact can be made a file note will be made of the costs incurred and a recommendation made to Committee that the costs be written-off.

5.0 Payment of works

- 5.1 Once the repair has been carried out and the invoice received by the Association the tenant will be issued with an invoice for the repair.
- 5.2 The method and level of payment(s) can be agreed with staff and payment by instalment may be agreed where necessary.

6.0 Costs charged

- 6.1 The costs that will be charged to the former\tenant will be the actual cost of repair, replacement, or works as charged to the Association, plus a charge for administration. This charge will be as follows:

Cost of works	Administration Charge
Up to £100	£10
£101 to £200	£20
£200+	10% of cost

- 6.2 As an incentive to encourage prompt payment the administration charge will be waived where the tenant pays the full cost of the repair within 1 month of the invoice being issued or by keeping to an agreed instalment payment plan without failure.

7.0 Recovery of costs

- 7.1 The Association reserves the right to pursue legal action where a former\tenant fails to pay costs incurred. Such action may involve a small claims action and/or eviction action at the discretion of the Management Committee.

8.0 Appeal

- 8.1 Tenants/tenants have the right of appeal, via the Association's Complaints Policy, regarding any rechargeable repair/work carried out by the Association. This must be done in writing within 14 days of being notified that they are to be recharged for work/repairs carried out by the Association.
- 8.2 Where a former\ tenant has particular mitigating circumstances, which affect their ability to deal with repair items the Association's Director will have discretion to waive or reduce a recharges. Mitigating circumstances may relate to ill health, age/infirmity or similar.

8.0 Appeal\cont.

8.3 A summary of all appeals will be reported annually to the Management Committee in April as part of the formal complaints summary report.

9.0 Monitoring and review

9.1 The Management Committee will receive a quarterly Maintenance Performance Report which will summarise the position with recharge items.

9.2 The Management Committee will review this policy at least every 3 years and staffs are responsible for ensuring that it meets legal and good practice requirements.