

FORTH HOUSING ASSOCIATION LIMITED

DRAFT RECHARGEABLE REPAIRS POLICY

Code: M11 – Tenant Services

Approval: November 2022

Review Date: November 2025

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

Policy Summary

This policy has been developed to show how Forth Housing Association instruct, manage and recover the costs of repairs which are rechargeable to tenants.

Equalities

No equalities issues have been identified in the Equalities Impact Assessment Screening Questions and there is therefore no requirement to do a full Equality Impact Assessment.

Privacy

As information related to undertaking a repair requires to be passed to a third party contractor, from the Association's approved list there is a requirement to note this in the Privacy Impact Assessment. Passing of this information is confidential and in accordance with the GDPR statements signed by contractors upon acceptance of services.

Policy Owner

Name: Mareta Greig

Date of Next Review: Nov 2025

FORTH HOUSING ASSOCIATION LIMITED

RECHARGEABLE REPAIRS POLICY

1.0 Introduction

- 1.1 Whilst Forth Housing Association is responsible for the maintenance and repair of its stock, tenants also have responsibilities for certain repairs and maintenance which are set out in their Tenancy Agreement, Tenants' Handbook and on the Association's Website.
- 1.2 As the Association works within financial budgets in order to maximise its resources, and in the interest of applying policies fairly and consistently, tenants and former tenants will be recharged for repairs/works carried out on their behalf which are their responsibility.

2.0 Principles

- 2.1 Forth Housing Association'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 visitor to their home. If the Association decides to carry out the repair work the tenant must pay the cost of the repair.

3.0 Aims and Objectives

- 3.1 Forth Housing Association aims to ensure that tenants understand their obligation to pay rechargeable repairs and the options available for doing so.
- 3.2 Forth Housing Association will seek, when economically prudent, to recover the cost incurred in completing works/repairs for which individuals are liable. The Association however recognises that in some cases, i.e. abandonments, evictions and/or deaths there is little realistic chance of the monies being recovered. In pursuing such monies, the Association instead accrues further debt and staff time against such works prior to these being 'written off' by the Management Committee. Consequently, Managers will have discretion in such cases whether to pursue such costs.
- 3.3 Forth Housing Association reserves the right not to undertake rechargeable works for a resident who has an outstanding debt/s and has made no effort to clear this. Such cases will be assessed on merit and may entail the tenant making an initial payment prior to works being implemented.

- 3.4 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.

4.0 Policy Framework

- 4.1 Forth Housing will clearly identify to a tenant reporting a repair, whether it considers the repair to be the tenant's responsibility.

- 4.2 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.
- ☐ 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
- ☐ Bulk uplift of refuse.

- 4.3 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.

- 4.4 An "**Emergency Repair**" is taken to be *work necessary to prevent serious damage to the building, danger to health, risk to safety, risk of serious loss or damage to the occupier's property, or a risk to the security of the property, including to access the property.*

- 4.5 Should a tenant contact the Association's out of hours repairs service, and that repair is subsequently deemed to be the tenant's responsibility, or that it is not an 'emergency' repair, the tenant may be recharged for the cost of the work.
- 4.6 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.
- 4.7 A tenant may choose to carry out a repair which would otherwise be rechargeable to them by the Association. In these cases, the work must be carried out to a standard acceptable to the Association. Any further work carried out by the Association to rectify the repair to bring it up to an acceptable standard will be recharged to the tenant.
- 4.8 When a tenant terminates their Tenancy 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 may be undertaken by Forth Housing Association and the cost incurred recharged to the former tenant.
- 4.9 There will be occasions when it will not be possible to carry out an End of Tenancy Inspection.
- Eviction, Abandonment and Repossession
 - Death
- 4.10 In such cases the void inspection will be carried out and a photographic record taken of any damage or work required to the property which is considered the former tenants' responsibility. The relevant Manager will have discretion as to whether the cost of these works are 'recharged'
- 4.11 When works are requested which are rechargeable, payment in full for the cost of the repair will be required to be paid in advance before the repair is undertaken. This is even in the case of some emergency repairs such as lock changes.
- 4.12 If payment in full cannot be made, an agreement can only be reached with the Senior Property Services Officer and in their absence the Head of Tenant Services.
- 4.13 The tenant will be issued with a copy of the invoice and receipt of payment made.
- 4.14 If a rechargeable repair has to be carried out for reasons of health and safety of either the customer or neighbouring customers, the repair will be

completed and the cost of this will be recharged to the tenant after the work has taken place.

- 4.16 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, including any fees incurred as a result of cost recovery by debt collectors or legal services.
- 4.17 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.
- 4.18 No charge will be levied in the following circumstances:
- Where emergency services have had reason to force access to ensure the safety of a resident within their home. The exception would be where Police have forced entry
 - As a result of an incident where the tenant can provide a crime reference number which relates to the damage.
 - Where damage to a home is a result of a medical condition, Forth Housing Association will engage with the household to explore other methods of support.
 - Any other exceptional reason as approved by the Senior Property Services Officer/a member of the Senior Management Team; cases of this nature will be looked at on their own merits taking account of tenancy history/conduct.
 - Repairs deemed to be re-chargeable in properties provided by Homeless Services may be recovered through a service charge cover.

5.0 Monitoring of the Policy

- 5.1 The Management Committee will receive a quarterly Rechargeable Repair Report which will summarise the position regarding recharge items.
- 5.2 The Management Committee will review this policy at least every 3 years and staff are responsible for ensuring that it meets legal and good practice requirements.

6.0 Complaints and Appeals

- 6.1 Forth Housing Association welcomes complaints and positive feedback, both of which provide information which helps us to improve our services. We use a complaints procedure developed by the Scottish Public Services Ombudsman (SPSO) and the Scottish Housing Regulator.

The complaints procedure allows for most complaints to be resolved by front line staff within a five day limit (first stage), or if the complaint is complex, a detailed investigation will be made by a manager within a 20 day limit (second stage). At the end of the second stage our response will be made by a director. If the customer remains dissatisfied, he/ she may then refer the matter to the SPSO.

At each stage we will advise the customer how the complaint should be taken forward and advise which agency would be most appropriate to consider the case.

7.0 Equalities

- 7.1 Equality and diversity underpin all our activities and services. When delivering our services, we never discriminate on the basis of sex or marital status, race, disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions such as religious beliefs or political opinions. Full details of our Equalities Policy can be found on our website www.forthha.org.uk or can be obtained from our office.

8.0 Data Protection - Privacy

- 8.1 We recognise the importance of data protection legislation, including the General Data Protection Regulation, in protecting the rights of individuals in relation to personal information that we may handle, use and disclose about them, whether on computer or in paper format. We will ensure that our practices in the handling, use and disclosure of personal information as part

of the processes and procedures outlined in this policy comply fully with data protection legislation. More information is available from our Data Protection Officer

9.0 Availability

- 9.1 This policy is available on our website and can be made available in a number of other languages and other formats on request.

10.0 Review

- 10.1 This policy will be reviewed at least every 3 years by the Management Committee and staff are responsible for ensuring that it meets legal and good practice requirements.

Appendix 1 Equality Impact Assessment Screening Questions

Forth Housing Association Ltd

Equality Impact Assessment Screening Questions

Rechargeable Repairs Policy

Will the implementation of this policy have an impact on any of the following protected characteristics?

- | | | |
|-----------------------------------|------------------------------|--|
| 1. Age | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Disability | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Gender reassignment | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Marriage and Civil Partnership | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5. Pregnancy and Maternity | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 6. Race | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 7. Religion or belief | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 8. Sex | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 9. Sexual orientation | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If you have answered 'Yes' to any of these points, please complete a full Equality Impact Assessment. If you have answered 'No', you need take no further action in completing an Equality Impact Assessment

Appendix 2 Equality Impact Assessment Screening Questions

Forth Housing Association - Privacy Impact Assessment

1. A substantial change to an existing policy, process or system that involves personal information Yes ☐ No ☒
2. A new collection of personal information Yes ☐ No ☒
- 3.. A new way of collecting personal information (for example collecting it online) Yes ☐ No ☒
4. A change in the way personal information is stored or secured Yes ☐ No ☒
5. A change to how sensitive information is managed Yes ☐ No ☒
6. Transferring personal information outside the EEA or using a third-party contractor Yes ☒ No ☐
7. A decision to keep personal information for longer than you have previously Yes ☐ No ☒
8. A new use or disclosure of personal information you already hold Yes ☐ No ☒
9. A change of policy that results in people having less access to information you hold about them Yes ☐ No ☒
10. Surveillance, tracking or monitoring of movements, behaviour or communications Yes ☐ No ☒
11. Changes to your premises involving private spaces where clients or customers may disclose their personal information (reception areas, for example) Yes ☐ No ☒

If you have answered 'Yes' to any of these points, please complete a full Privacy Impact Assessment. If you have answered 'No', you need take no further action in completing a Privacy Impact Assessment.