

Rechargeable Repairs Policy

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1. Introduction

- 1.1. Clyde Valley Group consists of Clyde Valley Housing Association (CVHA) and its wholly owned subsidiary, Clyde Valley Property Services Limited (CVPS). This policy applies to rechargeable repairs in relation to all properties owned and/or managed by CVHA and its subsidiary CVPS.
- 1.2. CVHA is committed to providing a cost effective, efficient service whilst meeting all its legal and contractual obligations. It is responsible for ensuring our properties are kept in a well-maintained condition. Where repairs are necessary, CVHA will carry these out in line with our Repairs and Maintenance Policy. However, in cases where the repair is a result of neglect or misuse by the tenant or a member of the tenant's household, then the responsibility for these repairs lies with the tenant.
- 1.3. The purpose of this policy is to set out the items that existing and former tenants may be charged for, how the items charged for are identified and how they will be dealt with.
- 1.4. Section 5 of the Scottish Secure Tenancy Agreement sets out repairs and maintenance responsibilities for CVHA and for the tenant. It states that tenants, those living with the tenant and their visitors must take reasonable care to prevent damage to the property, decoration, any furniture provided, the fixtures and fittings, the common parts and the neighbouring properties. 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 CVHA). The Tenancy Agreement also states that before moving out of the house the tenant should do the following:
 - Leave the house in a clean and tidy condition;
 - Leave the house in good decorative condition;
 - Remove all belongings;
 - Remove any fixtures and fittings which have been installed without written permission and put right any damage caused;
 - Do the repairs they are obliged to do;
 - Apply for compensation for alterations or improvements (where permission was previously approved);
 - Allow housing officer's access to the house at reasonable times before moving out to show new tenants round and to carry out a pre-termination visit.
- 1.5. Where a tenant has caused damage to a property or has carried out alterations or improvements to their property without permission, the Association is entitled to request that the property be restored to its previous condition during, or at the end of, the tenancy. Where tenants do not carry out corrective work, the Association will carry out the work and is entitled to recharge the tenant.
- 1.6. All tenants are advised at the time of signing their tenancy agreement that they should have adequate household contents insurance in place, including the option of covering accidental damage.
- 1.7. The tenant is also responsible for replacing lost or broken keys, forcing entry because of lost keys or costs incurred by CVHA if they fail to provide access for a pre-arranged repair appointment.

2. Policy Aims

2.1. The policy aims to:

- Set out the circumstances in which CVHA will recharge a tenant for repair work;
- Ensure that rechargeable repair costs are collected from tenants wherever possible ensuring best use of the repairs budget;
- Promote a responsible attitude by tenants towards their property by ensuring that costs are pursued from those who are negligent or deliberately cause damage;
- Ensure a fair and consistent approach dealing with rechargeable items transparently and efficiently;
- Recover the cost of rechargeable items from current and former tenants;
- Maximise income through the recovery of debts owed relating to rechargeable repairs.

3. Compliance with Regulatory Standards

3.1. The policy complies with the Scottish Social Housing Charter and specifically the following outcomes:

- Outcome 5: Repairs, Maintenance and Improvements: *“Social landlords manage their business so that tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done”.*
- Outcome 13: Value for Money: *“Social landlords manage all aspects of their businesses so that: tenants, owners, and other customers receive services that provide continually improving value for the rent and other charges they pay”.*

4. Links to other policies

4.1. This policy links to other CVHA policies and procedures including:

- Repairs and Maintenance Policy.
- Alterations and Improvement Policy.
- Allocations Policy.
- Arrears Policy.
- Void Management Policy.
- Customer Allowances Policy.
- Bad Debts Policy.

5. General Principles

5.1. CVHA has a duty to recover costs of work from tenants where the nature of the work or the tenancy agreement identifies that it is the tenant’s responsibility.

5.2. In instances where the rechargeable repair is completed without prior authorisation from CVHA (e.g. out of hours), Repairs staff will inform the tenant in writing that the item is rechargeable.

5.3. With the exception of repair works which are an emergency or of health and safety nature, CVHA will give the tenant or the outgoing tenant the opportunity

to carry out the necessary work to an acceptable standard in the first instance. Such works should be done by approved and/or qualified contractors. Emergency work of a health and safety nature will always be completed by CVHA and the costs recovered from the tenant/former tenant after the work is complete.

- 5.4. CVHA will advise the tenant of their responsibility for the repair within five working days of the works being identified and give them a further five working days to put it right.

6. What is the Definition of a Rechargeable Repair?

- 6.1. Rechargeable repairs include:

- Repairs required as a result of deliberate damage or damage as the result of neglect;
- Repairs required as a result of unauthorised or unsatisfactory alterations or improvements to the property;
- Accidental damage caused by the tenant, household, or visitor to the tenant's property;
- Charge for a service which has been provided by the Association, at a tenant's request, such as a lock change or replacement keys tenants will be asked to pay for such services upfront.
- The cost of items agreed with customers as their responsibility in the specified circumstances below:
 - The cost of removing unauthorised goods left at the property on tenancy termination;
 - The cost of removing and disposing of 'fly tipping' which is traced back to a tenant;
 - Damage to furniture provided as part of an inventory or missing items of furniture.

7. Identifying Rechargeable Repairs

- 7.1. A rechargeable repair may be identified in a number of ways:

- When a repair is reported by a tenant;
- Through a repair pre-inspection;
- During any routine visit to a property by Repairs, Property, Letting or Housing staff as part of day-to-day activities;
- Through a pre-termination visit;
- Through a void inspection;
- By stock condition surveys;
- Post completion – rechargeable repairs completed without prior authorisation(e.g. out of hours);
- Abortive visits – no access to emergency call out by tenant;
- Call outs by tenants for non-emergency repairs.

- 7.2. If a tenant disputes the recharge cost then a visit by a member of the Property Team can be arranged to examine the rechargeable repair job.

- 7.3. Where the tenant fails to carry out repairs that they are obliged to they will be recharged the cost of the remedial work.

7.4. If a rechargeable repair has not been completed at the time of the post inspection visit, or if it does not meet the British Standard or the Association's minimum standard, CVHA will arrange for the work to be corrected and subsequently recharge the tenant for this work.

7.5. The following are examples of rechargeable repairs:

Deliberate Damage or Damage as the Result of Neglect

7.6. Tenants are responsible for all damage to their property. For complex cases of deliberate damage or damage as a result of neglect a member of the Property Team will visit the property where needed to determine the extent of the work required.

7.7. The tenant is expected to organise repairs which are their responsibility. The Association will inspect any work carried out by the tenant to ensure it complies with current standards. Where the work fails to meet the standards, the Association reserves the right to recharge for any remedial work required.

7.8. If a tenant asks the Association to complete repairs that are the tenant's responsibility, then the rechargeable amount must be paid by the tenant in advance of the work being carried out except where:

- The repair is required for health and safety reasons, for example a damaged fire door;
- The repair is required to maintain the structural integrity of the property or to make the property wind and watertight;
- The damage is detrimental to the appearance of the property or the area/neighbourhood, for example, a boarded up window;
- The damage has been caused to a communal or external area.

7.9. In these circumstances the Association will carry out the repairs at the time they are identified and will recharge the cost of the repair.

Unauthorised Alterations/Improvements to the Property

7.10. Tenants are required to obtain CVHA's consent for alterations in line with our Alterations and Improvements Policy. The conditions attached to the consent include the requirement for the tenant to take responsibility for the maintenance of the alteration and removal of the alteration at the end of the tenancy and making good any resultant damage that may be required.

7.11. The following are rechargeable:

- The cost of reinstatement of unauthorised alterations;
- The cost of making safe authorised or unauthorised alterations; or
- The cost of re-instatement where alterations do not meet the standard required in the consent.

End of Tenancy/Void Repairs

7.12. When a tenant gives notice to terminate their tenancy a pre-termination visit will be carried out to identify rechargeable repairs or unauthorised alterations. The

tenant will be required to sign the end of tenancy form confirming they have been advised of any such works. The tenant can have the opportunity to complete repairs identified to a satisfactory standard before the end of tenancy.

7.13. The following are rechargeable:

- Repairs which are identified as having been caused by neglect or vandalism.
- Repairs agreed at pre-termination which have not been completed or completed to a satisfactory standard
- The cost of removing items left in the property, garden, cage or storage area.
- When it is not possible to carry out a pre-termination inspection (e.g. eviction, abandonment, and failure to give access) a void inspection will be carried out with a photographic record of any damage or work required to the property which is the former tenant's responsibility. Cost recovery will be pursued where contact information is available or becomes available in the future.
- In a mutual exchange, the outgoing tenant 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

Access

7.14. The following costs are rechargeable:

- Where a tenant forces entry or instructs a third party to force entry to a property, the tenant will be responsible for the costs of making good any damage caused and all costs incurred in replacing the locks etc.
- Where the tenant has lost keys, the tenant will be responsible for the cost of making good any damage caused gaining entry to the property, and the replacement lock/keys as appropriate.
- Replacement key fobs.
- Call out charge for out of hours calls for non-emergency repairs.
- Where CVHA has to force entry to carry out statutory repairs or inspections after the tenant has been offered reasonable opportunities to allow access and has failed to do so.
- Abortive call out costs for all types of repair categories when the tenant has agreed in advance the time for access and fails to give access.

General

7.15. The following costs are rechargeable:

- Damage caused to sinks, toilets and drains due to disposal of unsuitable items such as cooking fat, nappies, baby wipes, sanitary towels, children's toys etc.
- The repair required has been caused by the tenant's fixtures, fittings appliances or installation.
- In an emergency, where there is a detrimental impact on the property or a risk to health and safety, CVHA reserves the right to arrange for work to be carried out immediately and recharged to the tenant.
- At the time of repair reporting it is not always possible to determine if a repair is rechargeable. The tenant will be advised that the repair may be rechargeable if it appears to be within the above categories and asked whether they wish to proceed with the call-out (except in emergencies as above).

- Current tenants may request CVHA to carry out a repair which they are responsible for but are unable to arrange themselves. CVHA will assist in these cases with the repair being paid for in advance.

8. Transfers and Mutual Exchanges

- 8.1. When a tenant has been selected for an offer or has applied for a mutual exchange, the Customer Success Team will complete a visit at the tenancy address.

Transfers

- 8.2. Where standards are poor, the tenant will be given time to remedy the situation. This will be at the discretion of the Customer Success Manager who will take into account the condition of the property and the status of the void being offered.

Where standards are failed, the offer of transfer will not be made to the tenant, and the application overlooked. The Housing Officer will continue to monitor the condition of the property and the progress of the improvements, and any tenancy sustainment issues should be dealt with at this time.

Mutual Exchange

- 8.3. The Housing Officer will visit the property and advise the tenant if it meets the lettable standard and if it does not the mutual exchange will be refused. The tenant will be advised why the property has failed the lettable standard and may carry out the necessary repairs and reapply for a mutual exchange in the future

9. Communication and Prevention

- 9.1. CVHA recognises the importance of prevention through regular communications between the Group, tenants and prospective tenants. Through appropriate tenancy management and communication, CVHA aims to minimise the likelihood of tenants causing damage to their home which could result in a rechargeable repair.

Before the tenancy begins

- 9.2. As part of a tenants housing application, we will:
- Request references from RSLs, Councils and other landlords for all applicants who apply for housing, including information on rent arrears and rechargeable repair debt.
 - If there is a tenancy debt due to rechargeable repairs, the housing application may be refused in line with the Allocations Policy.
 - Property inspections will be carried out for all internal transfer applications at as early a stage as possible after receiving the application. Any rechargeable repairs identified at this stage will be highlighted and advice given that no offer of housing will be made until the items are made good or the costs of repair are paid. This will be confirmed in writing. The transfer application will be suspended for up to 36 months in line with the Allocations Policy.

9.3. Tenant obligations in respect of repairs and maintenance is communicated throughout the application process:

- Offer of housing;
- Viewing of property;
- Explanation of lettable standard;
- Sign up for tenancy covering landlord and tenant obligations;
- Right to repair information;
- Guidelines for alterations;
- Action for breach of tenancy agreement;
- Checklist to confirm information has been received;
- Record of repair condition at time of let.

During the tenancy

9.4. During the tenancy, the following will occur:

- Routine visits by staff (e.g. stock condition surveys, rent arrears visits, new tenant visits, repairs inspections etc.) to the property may identify rechargeable repairs and unauthorised alterations;
- Where rechargeable repairs or unauthorised alterations are noted, we will contact the tenant(s) responsible to agree the process to resolve the issue.
- An appropriate repayment arrangement will be put in place for rechargeable repairs where required.
- No rent credit will be refunded where funds are owed for rechargeable repairs. The cost of the rechargeable repair will be deducted from any credit.
- Rechargeable repairs debts will be noted on any tenancy references we are required to provide to other housing providers or similar.

End of Tenancy

9.5. Where notice of ending a tenancy is given, a pre-termination visit will be conducted to assess the condition of the property and to identify any rechargeable repairs.

9.6. Tenants will be advised of their obligations in terms of making good repairs, property clearance and payment of debt owed. Address and contact details will be retained where possible.

9.7. In keeping with the process during the tenancy, no rental costs will be refunded to the tenant if a debt for rechargeable repairs exists. The cost of the rechargeable repair will be deducted from any credit.

9.8. Recovery of former tenant debts will be pursued where possible.

10. Exceptions

10.1. The Customer Services Manager and Repairs and Maintenance Manager may review individual cases and apply a full or partial credit in the following circumstances:

- Where emergency services force access to secure the safety of a resident or where there are significant tenant welfare concerns involved in the case.

- Where there is damage to the property as a result of a domestic violence, harassment or hate crime and this has been reported to the Customer Success Team. In these circumstances, we would not require a crime reference number from the police.
- If the damage is a result of vandalism or a malicious act by a third party and a crime reference number is provided within 7 calendar days (an incident number will not be sufficient).
- Where the tenant is a victim of damage caused by anti-social behaviour and this is being investigated by the Association.
- Where the tenancy is ended due to the death of the tenant and there is no estate or credit in the rent account.
- Where there are significant humanitarian or welfare concerns involved.
- Where the tenant has learning difficulties or additional needs or if there are any extenuating circumstances (e.g. tenant is elderly or infirm and has no capacity to perform a repair or pay for one), which affects their understanding of their liability for the repair or ability to avoid incurring the costs CVHA may waive the charge on the first occasion.

10.2. Discretion will be used at all times. This is at the discretion of the Director of Customer Services and Director of Property and Development.

11. Recovery Procedure

11.1. The recovery of rechargeable repairs costs is the responsibility of the Revenue Team.

11.2. Where the Property or Customer Success Team identify a rechargeable repair, notification will be passed to the Senior Repairs Coordinator who will log it on the IT system.

11.3. The Property Team will advise the tenant of the estimated cost of the rechargeable repair based on current repair contract costs (current schedule of rates).

11.4. If the repair does not fall into the “emergency repair” category, the tenant will have the opportunity of completing the repair themselves prior to termination of their tenancy and on occasion an extension of time may be granted. These extensions will be determined on the specifics of the work. It should be explained to the tenant that on completion, the repair must meet any relevant British Standard and the Association’s minimum standard.

11.5. When a rechargeable repair is complete, an invoice – detailing the repair details, amount due, VAT and payment date – will be sent to the tenant, by the Finance Team, within 1 month of receipt of the Contractor’s invoice.

11.6. Payment by instalments will be allowed if required.

11.7. Where the invoice is not paid recovery action will take place to collect the money owed, in line with our Arrears Policy and Bad Debts Policy.

11.8. Recharges remaining at the end of a tenancy will be treated and pursued as former tenant debts.

11.9. Rechargeable repairs at a cost of £150 or less (including VAT) are not

economic to pursue and will not be raised as such unless there are repeated costs or combined repairs exceeding this amount.

12. Responsibilities

Tenants

12.1. Tenants are responsible for::

- Carrying out repairs which are their responsibility, in line with their tenancy agreement and the Repairs and Maintenance Policy;
- Obtaining permission before carrying out alterations or additions to their property;
- Repairing any damage they cause or meeting the costs if the Association carries out the work on their behalf;
- Ensuring prompt payment for rechargeable items, or pre-payment where the Association agrees to complete work which is the tenant's responsibility.

Customer Success Team

12.2. Customer Success staff are responsible for:

- Identifying rechargeable repairs at pre-termination visits;
- Agreeing and documenting with tenants what items can be left in the property on termination;
- Identifying tenants who may be exempt from paying for rechargeable items;
- Advising any prospective tenant of their obligation to repay any recharge prior to any new offer of accommodation being made – substantial unpaid recharges will result in the refusal of a mutual exchange or transfer application.

Revenue Team

12.3. Revenue staff are responsible for:

- Ensuring that outstanding invoices due from current tenants are pursued in line with the Bad Debt Policy and Arrears Policy;
- Implementing effective procedures to maximise collection of the income owed to the company from former tenants.

Property and Repairs Team

12.4. Property Team staff are responsible for:

- Identifying rechargeable repairs when they are reported into the Association.
- Identifying additional rechargeable repairs during voids inspections.
- Raising a job with the appropriate recharge code to allow identification of the invoice to be raised.
- Identifying tenants who may be exempt from paying for rechargeable items.
- Dealing with complaints or appeals in relation to rechargeable repairs.

Finance Team

12.5. The Finance Team are responsible for:

- Creating an account to allow the invoicing of rechargeable items;
- Raising and issuing an invoice to the current or former tenant for the recharge.

All Staff

12.6. All staff are responsible for:

- Taking note of neglect, damage or unauthorised alterations to properties which they identify during home visits and reporting them to the appropriate team (Customer Success Team for neglect or Property Team for repairs and alterations issues).

13. Monitoring and Review

13.1. The activity relating to recharging for repairs work is regularly monitored and reports are used in order to monitor day-to-day efficiencies as well as to fulfil wider reporting obligations.

13.2. The Property Team will regularly report on:

- The number of rechargeable repairs items raised and their type;
- The number of enquiries received by tenants about recharges and any lessons learned which can improve the service.

13.3. Information about rechargeable repairs activity will be available to tenants in order to ensure that awareness of the policy is maintained. The Property Team will also ensure that information explaining how and why recharges are made is available to tenants in the handbook, information leaflets, via the newsletter, and on the website/social media. Information relating to this policy is made available in other languages or formats upon request.

13.4. Reports on rechargeable repairs will be made on a monthly basis to the Executive Team.

13.5. Performance on rechargeable repair amounts and recovery will be reported quarterly to Board via our Performance Reporting. This will be led by the Director of Property and Development.

14. Appeals and Complaints

14.1. Where a recharge decision is disputed, an appeal will be considered and should be made within 28 days of receiving the rechargeable notification.

14.2. The Director of Customer Service or Director of Property and Development will review the recharge and advise of the appeal outcome.

14.3. If the tenant is dissatisfied following a review, the matter will be considered through the Group's Complaints Handling Procedure.

15. Equalities

15.1. At Clyde Valley we value people and their diversity and strive to be inclusive. We respect others, regardless of personal differences, and we listen to people to understand their needs and tailor our service accordingly. We will strive to

promote equal access to our service for all members of the community and provide fair and equal treatment, promoting human rights in line with our Equality, Diversity and Inclusion Strategy and Policy.

15.2. CVHA carried out an Equality Impact Assessment on this policy and no remedial action was identified as necessary. The full assessment is appended to the policy.

16. Confidentiality

16.1. CVHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence in compliance with the terms of all applicable data protection legislation.

17. Review

17.1. This policy will be reviewed every three years or earlier if required by legislative or regulatory changes.

Policy Change History

Version No:	Substantive Change	Author of Change	Approval	Date	Website
1.0	Formatting sorted; new front cover and version history applied.	A Cavinue		11/07/23	Y
1.1	Legislative and/or administrative changes	N Macholla		26/08/24	Y