



Rechargeable Repairs Policy

Linthouse Housing Association	
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Contents

Section 1: Introduction.....	3
1.1. Rechargeable Repairs	3
1.2 Scope.....	3
1.3 Our Mission	3
1.4 Our Vision and Values	3
1.5 Our Organisational Culture.....	4
Section 2: The Legal Framework	5
2.1 General	5
Section 3: Aim, Objectives and Policy Principles	5
3.1 Aim and Objectives	5
3.2 Policy Principles	6
Section 4: Implementation.....	6
4.1 Tenant Responsibilities	6
4.2 Void Properties.....	7
4.3 Out of Hours Emergency Service.....	7
4.4 Alterations and Improvements.....	7
4.5 Insurance Claims	8
4.6 Discretionary Circumstances.....	8
4.7 Tenant Opportunity to Repair.....	9
4.8 Invoicing and Recovery.....	9
4.9 Bad Debts	9
Section 5: Monitoring, Complaints and Appeals.....	10
5.1 Monitoring	10
5.2 General Complaint Handling Procedure.....	10
5.3 Appeals	10
Section 6: Review of Rechargeable Repairs Policy	11
Appendix 1: Equalities Impact Statement.....	12

Section 1: Introduction

1.1. Rechargeable Repairs

- 1.1.1 Linthouse Housing Association has a statutory duty to carry out repairs and maintenance to its housing stock. However, where repairs are not as a result of reasonable use of the property or normal wear and tear, we will seek to recharge the tenant for the cost of the repair.
- 1.1.2 The aim of this Policy is to ensure that the Association appropriately identifies, monitors, and recovers costs associated with rechargeable repairs, in order to contribute to the overall efficient and effective maintenance of our housing stock.
- 1.1.3 It may be necessary on occasion for the Association to carry out and recharge the full cost of repairs where a tenant, members of their household or their visitors have caused damage to the property as a result of carelessness, negligence or vandalism.
- 1.1.4 In this Policy, Linthouse Housing Association is referred to as “we”, “us” or “our”.

1.2 Scope

- 1.2.1 This Policy applies to all current and prospective tenants of LHA, outlining their responsibilities in relation to rechargeable repairs.
- 1.2.2 This Policy also applies to appropriate staff members of LHA, outlining their responsibilities in relation to recharging tenants for repairs.

1.3 Our Mission

- 1.3.1 The Rechargeable Repairs Policy forms part of our mission to: “deliver high quality and cost-effective housing services designed to meet the needs of existing and future customers. To work in partnership with others to create thriving communities that people want to live and work in”.

1.4 Our Vision and Values

- 1.4.1 Our vision is the creation and sustainment of lasting, unique, vibrant homes in stable, popular and ambitious urban communities. Our vision is underpinned

by four core values which we apply to all areas of our business. These are to be:

- i. **Customer Driven**
- ii. **Honest**
- iii. **Accountable**
- iv. **Transparent**

1.5 Our Organisational Culture

1.5.1 Our **C.H.A.T** values as outlined, form the foundation of our **Listen, Hear, Act (L.H.A)** customer excellence and organisational culture programme. All staff receive training at induction on customer service standards and the organisational culture we promote. This includes reference to our Equality and Diversity Policy and a requirement to treat colleagues, tenants, contractors, service users, and any other stakeholders with dignity and respect.

1.5.2 The organisational culture we promote is based on finding solutions to suit customer needs regardless of individual differences We will:

1. **Listen** - We are committed to listening to those we do business with, be that our customers, staff, stakeholders, regulators or funders, to ensure that our responses are reflective of what people are saying to us.
2. **Hear** - Once we listen and understand the need/demand/offer that is presented, we will ensure that we fully understand what is being said.
3. **Act** - Whilst we will think about what we do, we want to be known for acting swiftly to deliver solutions and for always keeping our promises.

1.5.3 Our Customer Service Standards aim is to ensure all of our service users receive an excellent standard of service. The Standards helps define what our customers can expect when contacting or engaging with the staff in our office. It is available on our website, direct from the office, or in other formats as required.

Section 2: The Legal Framework

2.1 General

2.1.1 LHA will comply with all relevant statutory legislation and current good practice, including:

- The Housing (Scotland) Act 1987, 2001, 2010 and 2014
- The Scottish Social Housing Charter

The Association's Scottish Secure Tenancy Agreement also outlines the roles and responsibilities of LHA as a landlord, as well as the roles and responsibilities of our tenants with regards to repairs.

Section 3: Aim, Objectives and Policy Principles

This section outlines our aim, objectives and policy principles.

3.1 Aim and Objectives

Our primary aim is to ensure that the Association appropriately identifies, monitors, and recovers costs associated with rechargeable repairs, in order to contribute to the overall efficient and effective maintenance of our housing stock. This is important as repairs due to neglect or abuse put a strain on the Association's annual repair budget and continued viability.

In order to achieve this aim, we have the following objectives to do the following:

- Provide clear guidance to tenants of the circumstances in which we will recharge for certain repairs as outlined, including at sign up and regular reminders in newsletters and on the website;
- Provide clear guidance to tenants of the circumstances in which we may exercise discretion
- Inform tenants of available payment arrangements where we have sought to recharge
- Inform tenants of when we will take action and the action that we will take if payment is not made
- Monitor the performance of rechargeable repairs
- Provide clear guidance on Write-Offs in relation to rechargeable repairs

- Each recharge will be looked at in its own merit and a recharge will only apply where it is economically viable for LHA to pursue?

3.2 Policy Principles

We will apply our recharges in line with the following principles:

- Charges must be fair and accurate
- Charges must be supported by sufficient documentary evidence to clearly identify the scope of, and reason for, the rechargeable work required
- Payment should be taken in advance, where possible, from tenants before issuing a works order
- Decisions on recharging should be consistent, but certain staff members e.g. Technical Services Manager / Officer, Housing Manager and/or Head of Housing and Community Empowerment, can exercise discretion in exceptional circumstances. Advice from the Housing and Community Empowerment team staff can be sought before a decision is made to recharge a tenant
- Tenants who we plan to be recharge should be told the reasons why as early as possible in the process and in writing where feasible.

Section 4: Implementation

4.1 Tenant Responsibilities

LHA is responsible for repairing and maintaining our properties, including any fixtures and fittings we provide. However, where we conclude that the repair was the tenant's responsibility as a direct or indirect result of the tenant's actions, we will recharge the cost of the repair to tenants. This is outlined our Scottish Secure Tenancy Agreement/Short Scottish Secure Tenancy.

We expect our tenants to conduct their tenancies in a reasonable manner. Therefore, where a tenant has caused damage to their property, either internally or externally, or has failed to take care of the property, we may charge for the costs of the repairs.

Examples of rechargeable repairs include:

- Abuse – for example replacing smashed glass
- Wilful or incidental damage – for example replacing a smashed door
- Neglect – for example, clearing a blocked sink, bath or drain
- Sub-standard alterations
- Accidental damage – for example, repairing damage to sanitary ware, pipework, electrical fittings for example
- Misuse of the emergency call-out system
- Loss of keys

4.2 **Void Properties**

Where a tenant provides notice to terminate their tenancy agreement with us, we will arrange an appointment to carry out a pre-termination inspection of the property to identify any aspects of disrepair which are deemed to be the responsibility of the tenant. The tenant will be given the opportunity to rectify such repairs prior to the tenancy ending. If these are not remedied, or if the work is not deemed to be of a satisfactory standard, a recharge will be raised.

Where the tenant fails to provide access, the Association will determine any rechargeable repairs during the void inspection.

4.3 **Out of Hours Emergency Service**

Emergency repairs include those necessary to avoid danger to the health of the tenants or those necessary to prevent serious damage to the property.

Examples of rechargeable emergency repairs include:

- Total loss of power, due to no credit in meter/faulty appliance
- Boarded up windows or doors, due to a tenant/family member/visitor causing damage
- Forced entry on behalf of LHA due to lost or stolen keys
- No heating or hot water due to no credit in meter/wilful damage to radiators

4.4 **Alterations and Improvements**

Where a tenant carries out an alteration and improvement to the property themselves, we will recharge where:

- The alteration and improvement has been completed without the written consent of the Association, and
- The alteration and improvement has been completed but is not deemed to attain an acceptable standard, or
- The alteration and improvement fails to comply with the relevant regulatory standards, for example, electrical and gas safety, or
- The alteration and improvement does not have the appropriate planning permission or building warrants (i.e. where the tenant has completed the work without the written consent of the Association).

We will provide the tenant with every opportunity to bring the alteration and improvement up to the necessary standard before considering a recharge.

4.5 Insurance Claims

Where a property is subject to major works resulting in a claim being initiated with our insurers, LHA reserve the right to recharge the tenant the full cost of any works/administrative costs that are not covered by our insurers where the incident was a direct cause of the tenant's actions.

4.6 Discretionary Circumstances

There are certain instances where the Association will choose not to recharge the tenant(s):

- Where the damage is due to vandalism, provided that the incident has been reported to the police
- Where the damage is due to a violent incident targeted towards the tenant or a member of their family who resides in the property, provided that the incident has been reported to the police

There are also circumstances where we may decide to exercise our discretion and choose not to recharge the tenant(s):

- Where confusion and misunderstanding can be identified, perhaps as experienced by elderly/vulnerable tenants
- Where the tenant cannot reasonably be considered to have been negligent
- Where the personal circumstances of the tenant renders it difficult for them to pay the cost of the repair, for example if the tenant has a low

- income or is unemployed and in receipt of welfare benefits, or are otherwise disadvantaged and the repair is minor/low in cost
- Where the recharge relates to a former tenant and there exists little or no prospect of recovery and recovery is considered impractical

4.7 Tenant Opportunity to Repair

Tenants must be provided with the opportunity to carry out the rechargeable repair themselves to the satisfaction of LHA unless the repair constitutes an emergency and the tenant cannot be contacted. Where the tenant decides to carry out the repair themselves, an inspection will be carried out by the Technical Services Team to ensure that the repair is satisfactory.

4.8 Invoicing and Recovery

Where repayment in full would cause excessive financial difficulties for a tenant, we will consider and negotiate a formal, reasonable and affordable payment plan with the tenant. If there is a very large variation in the value of the rechargeable repair, we will also consider recharging tenants up to the cost of a standard item or repair.

On completion of the repair, the tenant will be issued with an invoice for the repair. The method and level of payment(s) can be agreed with Technical Services Team staff, including by instalment where necessary.

4.9 Bad Debts

Bad debts are outstanding debts that remain on a tenant's account after the end of a tenancy. The Committee may consider writing off bad debts if they are deemed irrevocable. Additionally, small rechargeable repair amounts under £75 that have been invoiced to existing tenants may be written off one year from the date of the repair completion, if there have been no other problems associated with the tenancy, at the discretion of the Senior Management staff within Maintenance and Housing & Community Empowerment.

The Committee will be notified of such write offs.

Section 5: Monitoring, Complaints and Appeals

5.1 Monitoring

Comprehensive records of all repairs and maintenance will be held with a view to demonstrating transparency in the way work has been carried out and authorised.

5.2 General Complaint Handling Procedure

Our complaint handling procedure was established by the Scottish Public Services Ombudsman (SPSO).

In accordance with housing law, we provide our tenants with thorough information pertaining to our complaint handling process. Moreover, we also advise all service users on their right to complain.

A complaint is defined as:

“An expression of dissatisfaction by one or more members of the public about the housing association’s action or lack of action, or about the standard of service provided by or on behalf of the housing association”.

We have a regulatory requirement to provide information to the Scottish Housing Regulator on the number of customer complaints we receive, including those that relate to equalities issues, in the Annual Return on the Charter.

5.3 Appeals

Any tenant who is dissatisfied with a decision has the opportunity to appeal the decision, first through the Technical Services Manager. There are subsequent opportunities to appeal to the Depute Chief Executive Officer and Management Committee.

Tenants also have the opportunity to raise a formal complaint under our published Complaints Procedure (copies are available at the office), as well as obtain advice from Citizens Advice Bureau or a solicitor/representative.

If a tenant is still dissatisfied following a decision from our Complaints Procedure, they can have a complaint referred to the Public Services Ombudsman

Section 6: Review of Rechargeable Repairs Policy

This policy will be reviewed **every 3 years** to ensure that the appropriate amendments are made. All staff and relevant third parties will be informed. Continuously subjecting our Policy to review will ensure that its effectiveness is maintained, and that feedback can be acted upon in a reasonable time frame.

Appendix 1: Equalities Impact Statement

TITLE OF POLICY:	Rechargeable Repairs Policy
Strategic Outcome:	To contribute to the overall efficient and effective maintenance of our housing stock
What is the purpose of the proposed Policy?	To ensure that the Association appropriately identifies, monitors, and recovers costs associated with rechargeable repairs,
Protected Characteristic Groups affected by the Policy	Impact is unlikely to be significant on any protected characteristic
Who is the target audience of this policy or who is intended to benefit from the proposed policy and how? (ie. employees, service users, management committee etc.)	Tenants and staff will benefit from clear guidelines in relation to rechargeable repairs
List any existing documents, evidence, research which have been used to inform the EqIA (this must include relevant data used in this assessment)	N/A this is a basic housing function.
Has any consultation involvement been undertaken with the Protected Characteristic Groups to inform this assessment? (please provide details of who and how consulted)	N/A this is a basic housing function.
What is the actual likely impact?	The policy is likely to have a positive impact by providing staff and tenants with clear guidelines in relation to the LHA position in rechargeable repairs.
How have you, or will you, put the Policy into practice, and who is or will be responsible for delivering it?	The policy and associated procedures will be put into practice primarily by the Technical Services Team with the Technical Services Manager being responsible for delivery.
How does the Policy fit into our wider or related policy initiatives?	The policy fits in to our wider policy initiatives to improve and maintain the quality of our housing stock.
Do you have a set budget for this work?	None