

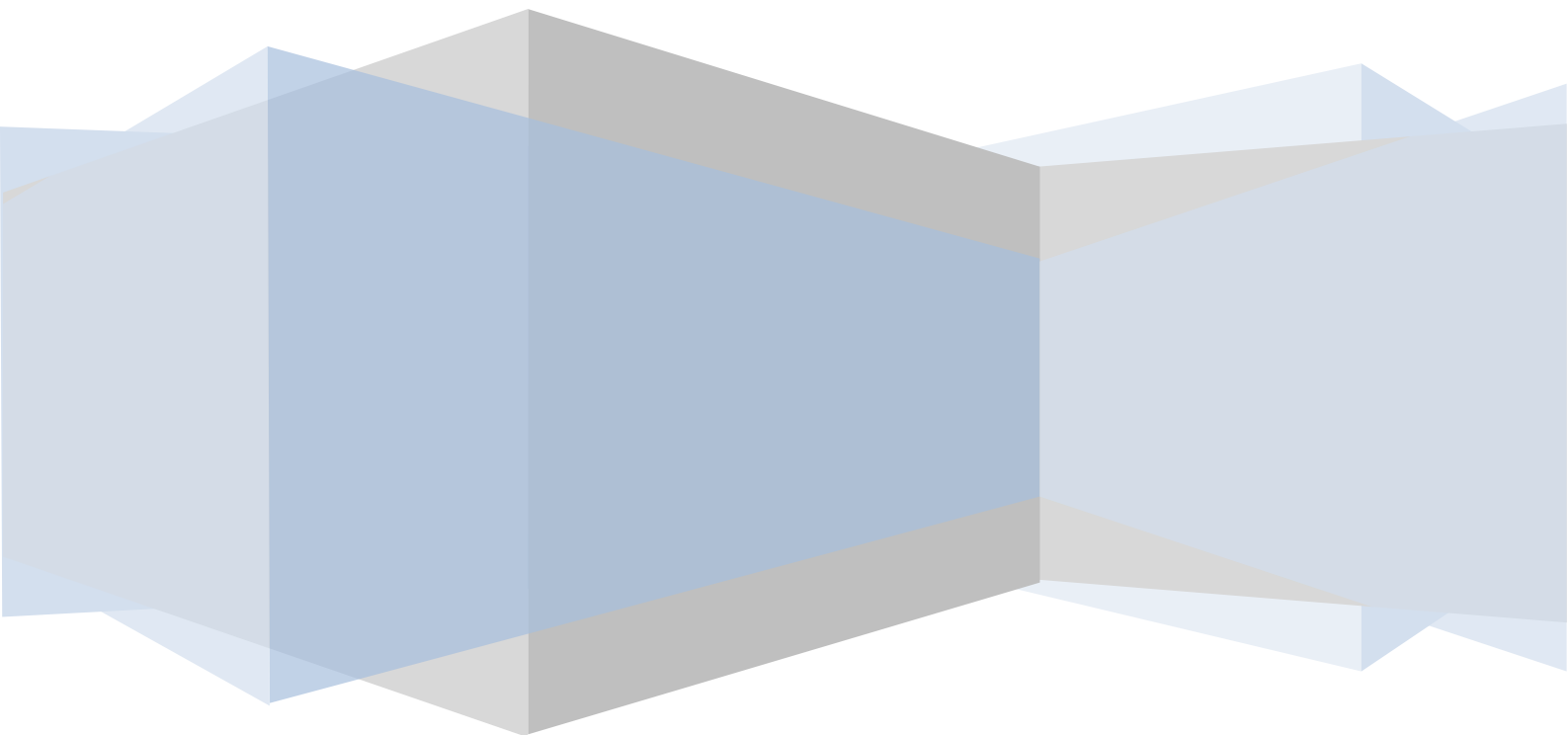


CDHA

Cathcart & District Housing Association

RECHARGEABLE REPAIRS POLICY

November 2022



Date of Policy Review: November 2022
 Date of Committee Approval: 22nd November 2022
 Date of Next Review: November 2027

<p>SCOTTISH HOUSING REGULATOR STANDARDS</p>	<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 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisations purpose</p> <p>STANDARD 5: The RSL conducts its affairs with honesty and integrity</p> <p>STANDARD 6: The governing body and senior officers have the skills and knowledge they need to be effective.</p>
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1. INTRODUCTION

- 1.1. This policy sets out how Cathcart & District Housing Association (CDHA) 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 CDHA'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 CDHA'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 Scottish Social Housing Charter, 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) has seven Regulatory Standards, which all Scottish registered social landlords must meet. This policy is aligned with Standards 1, 2, 3, and 5 of the SHR's Regulatory 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, while maintaining rents at a level that tenants can afford to pay.
- 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 CDHA.

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. CDHA may recharge in the following situations: -

- When the repair is normally the responsibility of CDHA, 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 CDHA e.g. repairs to tenants' alterations.
- Visits by our contractor to carry out an annual gas safety inspection when the tenant has not provided access for two previously agreed appointments and CDHA 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 or 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 CDHA 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 CDHA's approval or not to an acceptable standard.
- When the tenant issues CDHA's staff with an access date or time and fails to keep this and CDHA has incurred a charge.
- Where a tenant forces entry or instructs a third party to force entry to CDHA 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 CDHA recognises that recharging the cost of repairs to tenants may not always be appropriate. Accordingly, discretion is delegated to the Senior Staff/Director to determine if a recharge should be applied, and the full cost levied. If the Senior Officer/Director exercises discretion to waive the recharge, the reason for the decision should be recorded and reported to the Committee.
- 5.2 Factors to be considered in deciding whether or not 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. PROCESSING A RECHARGEABLE REPAIR

- 6.1 When a tenant reports a repair staff will advise the tenant if the repair is rechargeable. If the repair is rechargeable the tenant will be asked to carry out the repair themselves using a qualified repairs person. Once the repair is completed by the tenant Maintenance staff will post inspect the repair based on the quality of work carried out.
- 6.2 Maintenance staff may carry out a pre-inspection of the repair if there is any dubiety about whether the repair is rechargeable.
- 6.3 If the repair is rechargeable and the tenant has no means of getting the repair done the tenant will be informed that a price will be obtained from the Association's contractor for carrying out the work or for rectifying work carried out by the tenant.
- 6.4 Once the price has been obtained the maintenance staff dealing with the matter will ask the tenant to pay the full cost of the repair before the Association instructs its contractor to carry out the work.
- 6.5 Work will only be carried out by CDHA's contractor without prior payment when the work required is:
- a. detrimental to adjoining or neighbouring properties.
 - b. there are Health & Safety concerns.
 - c. the tenant cannot afford to make full payment.
 - d. the work is deemed an emergency.

In these instances, the maintenance staff will ask the tenant to sign a declaration form agreeing to pay all money owed to the Association through an agreed installment plan, or by a one-off payment.

- 6.6 Where a rechargeable repair was carried out through the Association's out-of-hours service or it transpires a repair is identified as being rechargeable once the contractor is on site, the maintenance staff will contact the tenant at the earliest opportunity to advise the repair is rechargeable and to agree on an installment plan with the tenant or one-off payment.
- 6.7 When a tenant gives the notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any aspects of disrepair, which are the responsibility of the tenant. The tenant will then have the opportunity to rectify any repairs for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge may then be raised for the cost of the works.
- 6.8 All rechargeable invoices are to be paid in full before an allocation of an internal transfer can be approved.
- 6.9 All payments including those made at the discretion of CDHA may be offset in agreement with the resident, either wholly or partly, against any debts owed by the tenant to CDHA.

7. INVOICING

- 7.1 When CDHA 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 team who prepares a rechargeable repair invoice.
- 7.2 The rechargeable repair invoice is then issued to the tenant. The tenant will be asked to make payment in full within 28 days or make payments as agreed through their installment plan.

8. NON-PAYMENT OF INVOICE

- First reminder letter: If the tenant does not pay the rechargeable repair invoice within 28 days from the date the invoice was issued the Housing Officer will issue a first reminder letter.
- Second reminder letter: If the tenant does not respond to the first reminder letter a second reminder letter will be issued by the Housing Officer 7 days after the first reminder letter was sent.
- Home visit: If the tenant does not respond to the second letter after 7 days the Housing Officer will arrange with the tenant to carry out a home visit.
- Final notice: If the tenant fails to respond to all previous correspondence or be at home for the visit this will result in a final notice being issued by a Senior Officer, informing the tenant that their case will now be passed to the Association's solicitor to pursue.

- Court action: The Senior Officer will instruct the Association's Solicitor to raise a court action through the small debt court, to recover any money due to the Association. The Association will take legal action against a tenant for any unpaid debt owed which is £200 or over.
- Type of legal remedy: The Association's solicitor will advise the Senior Officer as to the best course of legal remedy open to the Association based on the level of debt owed. If the debt is significant and a Decree for Repossession is being sought staff should refer to the Debt Management Policy and Procedure as the same processes will be followed from the notice of proceedings stage onwards. Staff should note that once a Decree for Repossession is obtained this cannot be enforced until Committee approval is obtained. Only the Committee can agree to enforce a Decree.
- Payment Priority: As a general rule if a tenant is in both rent arrears and has outstanding rechargeable repairs any payment received from the tenant will be paid into their rent account. Each case will be considered on its own merits based on the level of debt owed.

9. WRITE OFF'S AND BAD DEBT

- 9.1 Prior to the end of each financial year the Committee will consider a report from the Senior Officer 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.
- 9.2 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.
 - Minimal or no estate
- 9.3 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.
- 9.5 As part of the Quarterly Asset Management/Maintenance Report presented to the Finance & Audit Committee the Senior Officer will highlight outstanding rechargeable repair cases and will make recommendations to Committee if any of these are to be written off.

10. RECORD KEEPING AND REPORTING

- 10.1 All rechargeable repairs will be loaded onto Home Master and a signed arrangement form will be kept on file on Home Master in the tenant's electronic house file.
- 10.2 Rechargeable repairs will be reported quarterly to the Finance & Audit Committee. The report will contain the number of rechargeable repair cases, the amount outstanding, and amount collected.

11. EQUALITY & DIVERSITY

The Association demonstrates its commitment to diversity and promoting equality by ensuring that this policy is applied in a manner that is fair to all sections of the community, with due regard to the protected characteristics identified under the Equality Act 2010.

12. COMPLAINTS

The Association operates a Complaints Policy that is open and transparent. Should any tenant feel the need to make a complaint against the organization, the complaints policy and procedure will be implemented.

13. REVIEW

This policy will be reviewed every 5 years by the Committee following a recommendation from the Senior staff. The review will consider complaints received, legislative Changes and feedback from customers.

Cathcart & District Housing Association Equality Impact Assessment

Name of policy to be assessed	Rechargeable Repairs Policy	Is this a new policy or a review?	Review
Person completing the assessment	Emma Connelly	Date of Assessment	10.11.22

1. Briefly describe the aims, objectives and purpose of the policy	This policy outlines the way in which the Association will recover the cost of repairs that need to be carried out that are rechargeable due to damage, neglect, misuse, or abuse by tenants, their family, pets, or visitors to their property. The purpose of the policy is to ensure that the Association appropriately identifies, monitors, and recovers costs associated with rechargeable repairs.
2. Who is intended to benefit from the policy? (e.g. staff, applicants, tenants, staff, contractors)	Tenants and staff will benefit from clear guidelines in relation to rechargeable repairs
3. What outcomes are wanted from this policy? (e.g. benefits to customers)	To contribute to the overall efficient and effective maintenance of our housing stock To ensure that tenants have access to a transparent service and are clear on how we will undertake repairs and maintenance, ensuring tenants and the Association are clear on their rights and responsibilities.

4. Which protected characteristics could be affected by the policy (tick all that apply)

Minority Ethnic: X
 Gender:
 Disability: X
 Sexual Orientation:
 Marriage/civil partnership:

Age:
 Religion/belief:
 Transgender:
 Maternity/Pregnancy:
 Socio-economic status: X

5. If the policy is not relevant to any of the protected characteristics listed in part 4. State why and end the process here.

N/A

6. Describe the likely positive or negative impacts the policy could have on the groups identified in part 4.

Positive Impacts	Negative Impacts
	<p>Minority Ethnic – In some instances, English may not be the first language of the tenant. Invoices and reminder letters are in English. We would need to ensure that adequate support is available such as providing translation services to ensure the tenant is aware of their responsibilities in relation to rechargeable repairs or by providing translated copies.</p> <p>Disability – Invoices and reminder letters are written in English and could be restrictive for those with learning disabilities. Some people may find it difficult to understand the procedure or do not understand their responsibilities in relation to rechargeable repairs. Support may be required to ensure the tenant understands the process. Staff will explain tenant’s responsibilities at the point of reporting the repair.</p> <p>Socio-economic status – rechargeable repairs may have an effect on those on low incomes and could push some tenants further into debt. Senior Officers review each charge on a case-by-case basis.</p>

<p>7. What actions are required to address the impacts arising from this assessment?</p>	<ol style="list-style-type: none">1. Invoices and letters will be written in plain English2. A translated version or another format will be provided where needed3. Tenants preferred method of contact will be added to our housing management system e.g., telephone call, email, post, text message, home visit etc.4. Ensure there is access to translation services including BSL5. Staff will provide information on rechargeable repairs at the point when the repair is reported.6. Staff to follow debt management policy and procedure7. Discretion to waiver charges is exercised by Senior Officers/Director and each charge is considered on a case-by-case basis.
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Signed: Emma Connelly

Date: 10.11.22