



## **Provanhall Housing Association Limited**

### **POLICY**

#### **Rechargeable Repairs**

**AUTHOR**

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<b>DRAFTED</b>	<b>APPROVED</b>	<b>NEXT REVIEW</b>
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## **1.0 Introduction**

Provanhall Housing Association (PHA) is a community based not-for-profit organisation located in the Provanhall area of Easterhouse. The Association is run by an elected and voluntary Management Committee. Policies of the Association are agreed and approved by the Management Committee with the implementation of these policies the responsibility of staff.

A rechargeable repair service is available to tenants where damage has occurred to fixtures and fittings that the tenant is responsible for. This policy seeks to clarify the responsibilities and duties of both the tenant and the Association as landlord in line with best current practice, guidance and legislation.

## **2.0 Policy Objectives**

The Rechargeable Repairs Policy aims to ensure that PHA fairly administers maintenance services whilst being cost effective. Our objectives include:

- To ensure that tenants and staff are aware of the division of responsibility for repairs as set out in the Tenancy Agreement.
- To promote a prompt, efficient and transparent service which offers flexibility to meet the needs of residents.
- To achieve cost effectiveness and value for money for the Reactive Repairs budget.

## **3.0 Legislation and Best Practice**

The Association's Rechargeable Repairs Policy should be considered alongside relevant legislation; guidance and best practice, particularly the current editions of:

- The Health & Safety at Work Act
- The Housing (Scotland) Act
- General Data Protection Regulations
- Deeds of Conditions and Occupancy Agreements
- Equalities Act
- Scottish Social Housing Charter
- Tenancy Agreement

## **4.0 Equal Opportunities**

Provanhall Housing Association is an equal opportunities organisation. The Association's Equality and Diversity Policy seeks to ensure that all suppliers are treated equally. The Rechargeable Repairs Policy will not unfairly discriminate against any suppliers, individual, or group of persons dealt with under the Policy on the grounds of:

- Race, ethnicity, national or social origin.
- Disability including physical, learning or mental health.
- Gender or marital status.
- Sexuality or sexual orientation.
- Religion, religious beliefs or opinions such as political opinions.
- Age, appearance or financial status.

PHA wishes to ensure there are no barriers in accessing its services. Relevant documents can be translated into a range of languages or formats on request. We will also make available translation services for those who wish more detailed information and to assist those who wish to make personal enquiries. For anyone with visual or hearing problems, documents can also, on request, be made available in larger print, on tape, in Braille or on any other format required.

All suppliers will be required to accept the association's Equalities Policy or to have developed policies of their own which are acceptable to PHA.

Any complaints received in relation to breach of this policy will be addressed via the Association's Complaints Policy.

(Cross reference: Equality and Diversity policy, Complaints policy)

## **5.0 Complaints**

The Association has a Complaints Policy and Procedure which explains how tenants or suppliers who are dissatisfied with the operation of any service PHA provides may make a formal complaint. This policy also includes an appeals process.

(Cross reference: Complaints Policy)

## **6.0 Delegated Authority**

The overall control of the Technical Services function rests with the Management Committee, however, delegated authority for monitoring and evaluating the performance of the development function has been passed to the Technical Services sub-committee.

(Cross reference: Standing Orders)

## 7.0 Scottish Social Housing Charter Outcomes

The following charter outcomes and standards are relevant to the Rechargeable Repairs Policy:

### 7.1 Charter Outcome 1 'Equalities':

"every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services."

### 7.2 Charter Outcome 2 'Communication':

"tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides."

### 7.3 Charter Outcome 4 'Quality of Housing':

"tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Heat Standard."

### 7.4 Charter Outcome 5 'Repairs, maintenance and improvements':

"tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done."

### 7.6 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."

## 8.0 Tenants Obligations

Tenants have rechargeable repair responsibilities as agreed to under paragraph 5.9 of their Tenancy Agreement. The extract is as follows:-

*“Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, negligently or accidentally by you, anyone living with you or a visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair and you hereby agree to pay for the cost of such damage. This paragraph does not apply to damage caused by:*

- *fair wear and tear*
- *vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered).”*

If the tenant fails in any of these responsibilities, the Association may carry out the work and recover the costs from the tenant.

Exceptions to the above will be where there is reasonable belief that damage was caused as a result of an accidental or unforeseen occurrence. This will be decided at the Association’s discretion.

(Cross reference: Tenancy Agreement)

## 9.0 Definitions

The Association acknowledges that damage to property can be caused in a number of different ways. When a repair is reported that might be rechargeable the following factors will be taken into account:

(i) Deliberate Damage.

This is where a tenant, member of their household or visitor to the property has deliberately damaged the Association's fixtures and fittings. In cases of this nature the Association will recover the full cost from the tenant.

(ii) Accidental Damage.

This is where a tenant, member of their household or visitor to the property has accidentally caused damage to the Association's fixtures and fittings. In cases of this nature the Association may carry the cost of completing the repair.

(iii) Malicious Damage.

This is where somebody causes damage to the Association's property or fixtures and fittings and their actions are out with the tenant's control. In cases of this nature the Association may carry the cost of completing the repair as long as the incident has been reported to the police and a crime number obtained.

(iv) Negligent Call Outs.

- If a tenant reports a repair and the resultant attendance by a contractor confirms there was no fault found the Association may invoice the tenant for the full cost of the call out.
- The Association also operates an out of hours emergency repair service; however, this service should only be used by tenants in an emergency. If a tenant unnecessarily calls out a contractor for a non-emergency the Association will invoice the tenant for the full cost of the call out.

(Cross reference: Repairs and Maintenance Policy)

## 10.0 Timing of Repairs

A Rechargeable Repair categorised as an emergency repair will be carried out within 4 hours of receipt of the report. Payment for the work will be recovered from the tenant thereafter.

A Rechargeable Repair categorised as a non-emergency will only be carried out following receipt of payments in accordance with an agreed payment option.

A rechargeable repair categorised as a non-emergency and where the repair is minor, cosmetic and/or is not a health & safety risk, the repair will not be carried out until receipt of payments in accordance with a payment plan.

(Cross reference: Repairs and Maintenance Policy)

## 11.0 Payment Options

In order to maximise payment, tenants will have the option to pay their recharge balance in full, agree an instalment plan or transfer any payment due from the Association. The tenant will be issued with a copy of the contractors invoice and be advised of the following options:

### (i) Payment in Full

Pay the balance in full within 10 working days.

### (ii) Instalment Plan

Pay 20% of the total shown on the contractors invoice, within 10 working days, and agree to pay a regular amount each week/month until the balance is cleared. The amount and regularity of payment will be at the discretion of the Association based on the tenant's ability to pay.

### (iii) Payment Transfer

A tenant due any payment from the Association will be able to voluntarily transfer the payment, in part or in full, towards their rechargeable repairs account in order to reduce or pay off the balance. Payments from the Association include:

- Rent overpayment
- Decoration allowance
- Competition money



## 12.0 Recovery of Debt

Provanhall Housing Association will take all reasonable and practical steps to recover monies owed resulting from rechargeable repairs and this may include the use of external third party collection agencies and/or legal action.

Where a tenant requests an internal housing transfer and either refuses to make good identified damage or settle a rechargeable account, then the transfer will be denied. Exception will be if the tenant has kept to an agreed arrangement to repay the account for a minimum of 3 months.

While it is recognised that rechargeable repairs should be pursued on a point of principal, it is not always cost effective to extensively pursue some debts. In the following situations we will review each case and decide whether to actively seek recovery of the charge;

- health and disability of the tenant
- tenant's history of previous rechargeable repairs and debt recovery issues
- death of the tenant and there is no known estate
- a rent arrear debt exceeding £500 will be prioritised over a rechargeable repair debt until such time the rent arrear is below £500.

The Prescription and Limitation (Scotland) Act 1973 sets out the rules on how long a creditor (the Association) has to take certain action to recover a debt with the time being five years if any of the following conditions have occurred:

- The creditor (Association) has not obtained a decree in the last 5 years.
- The debtor (tenant) has not made a payment on the debt in the last 5 years.
- The debtor (tenant) has not written to the Association admitting they owe the debt during the last five years.

Any of the above criteria will nullify the obligation with no debt to pursue.

## 13.0 Policy Review

The Policy and related procedures will be reviewed 3 years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards. The next review will take place in August 2027.

## 14.0 Cross reference: Documents

Equalities Policy

Standing Orders

Asset Management Strategy

Tenants Handbook

Complaints Policy

Procurement of Suppliers Policy

Allocations Policy

Scottish Secure Tenancy Agreement