

ALBYN HOUSING SOCIETY LIMITED

TITLE: Rechargeable Repairs Policy

DATE: 15 August 2017

TENANT CONSULTATION	
Consultation with tenants required	Yes / No * <i>* If no, please go direct to next stage of process</i>
Date tenant consultation started	February 2016
Date tenant consultation ended	April 2016
Date results of consultation fed back to tenants	August 2016
STAFF CONSULTATIVE FORUM (SCF) APPROVAL	
Consultation with SCF required	Yes / No * <i>* If no, please go direct to next stage of process</i>
Date considered by SCF	n/a
Date approved by SCF	n/a
BOARD APPROVAL	
Date considered by Board (including feedback from tenant consultation if applicable)	15 August 2017
Date approved by Board	15 August 2017
Date of Review by Board	2022
Date results fed back to tenants	n/a

List of Contents

Title	Page number
Purpose	3
Scope	3
Policy Objectives	3
Policy Application	3
Policy Exceptions	5
Recovery Approach	6
Appeals	6
Monitoring	6
Equality & Diversity	7
Policy Review	7
Related Policies and Legislation	7

1. **Purpose**

- 1.1 The purpose of this policy is to state that we will charge tenants and former tenants for repairs that we have organised; when it is acceptable not to raise charges; what incentives will be offered to reduce charges; how the charges will be raised; and how we will monitor outcomes.

2. **Scope**

- 2.1 This policy applies to all our current and former tenants. In occasional circumstances, it may also apply to repairs that we have carried out on behalf of owners.

3 **Policy Objectives**

- 3.1 This policy will help us to achieve our Internal Business Plan objectives by:
- Preventing debt through the provision of clear information and advice to tenants and by taking early actions to sustain tenancies wherever possible.
 - Minimising the need for responsible tenants having to pay for the actions of others through general rent charges.
 - Making best use of our financial resources.
 - Make sure our homes are well maintained, safe to occupy and not a nuisance to neighbours.

4 **Policy Application**

- 4.1 When we will Raise Charges:-

We do not bear the cost of all repairs to our properties. Costs may be recharged to the tenant in the following circumstances:

- a) The repair is the tenant's responsibility but has been carried out by us.

We will not generally carry out repairs for current tenants that are their own responsibility or where the tenant has outstanding maintenance debts.

Generally, tenants are responsible for the repair and upkeep of internal fixtures. These responsibilities are included in their Tenancy Agreement and are also outlined in the Tenant's Handbook.

- b) The repair is a result of damage or negligence caused by the tenant or another occupant or visitor to the property.
- c) The repair is the result of a crime or vandalism which has not been reported to the police.

In cases of alleged criminal damage to a property, the tenant will generally be recharged unless they can produce evidence that the matter has been reported to the police as a crime.

If damage is the result of the police obtaining a warrant to enter a property by force, they may be responsible for the cost of repairing any damage caused. If charges are subsequently brought against the tenant or a visitor or another household member, the repair costs may be recharged to the tenant.

- d) Work is needed to bring an empty property up to an acceptable standard for a new tenant that is not a result of general wear and tear.

Tenants will be charged for repairs that are needed to bring a property up to a suitable standard for a new tenant unless arrangements have been made in advance with their Officer. These will include:

- Cleaning out personal items and rubbish left behind in the house or garden, including loft spaces and store-rooms.
- Cutting grass.
- Lifting and removing floor coverings.
- Removing unauthorised alterations, including panelling, tiles, shelves, shower units and other fixtures that have been badly fitted, and including associated repairs required to plaster, plasterboard and surrounds.
- Bringing kitchens and bathrooms up to a reasonable hygienic standard.

4.2 What we will charge:

- a) We will charge an estimated cost of work or actual cost, whichever is the lower. We will issue an invoice to the tenant based on a best estimate when we commission the work. The costs will be adjusted to reflect actual costs where appropriate once these are known. Adjustments will not be made where the difference is marginal (within 10% of estimated costs), or where additional costs are incurred that had not been anticipated at inspection.
- b) Tidy Tenancy Incentive Scheme

We will make a one-off £150 payment at the end of the tenancy where the outgoing tenant has met all the 8 qualification criteria:

- We get at least 4 weeks' notice a tenant is leaving.
- We get into the home to do a repair inspection before a tenant leaves.
- A full set of property keys are returned.
- We get a forwarding address.
- We get final meter readings.
- The home and garden are tidy, clean and cleared.
- The wheelie bins are there.
- Any repairs for the tenant to do are finished.

4.3 Legal and agency costs

We will recharge the actual costs of any legal or court costs or fees paid to debt recovery agencies to trace and recover unpaid charges.

4.4 Administrative Costs and Discounts

We will charge a 5% administrative fee on all rechargeable repair costs to former tenants. However we will discount this fee where payment is received in full within 3 months of the end of the tenancy.

5. **Policy Exceptions**

5.1 In some circumstances, we may decide not to charge a repair cost. These will include:

5.2 The repair is necessary to keep the property wind and watertight.

5.3 The repair is estimated to cost less than £100, **unless:-**

a) There is a clear pattern of repeated incidents, deliberate damage or misuse of the service.

b) The charge is for the loss of property keys.

c) The charge is for the cost of forced entry for gas servicing.

d) The charge is for boarding up a broken window where subsequent charges are made to complete entire job repairs.

e) The charge is for works required on a void or abandoned property where there are multiple costs.

- 5.4 Tenants have damage caused to their houses through no fault of their own, and which is subject to a police report (if the damage is graffiti, a police report may not be required).
- 5.5 The tenant or a household member has a disability that causes a high level of wear and tear to the property.
- 5.6 At the discretion of the Manager where the tenant is vulnerable or there are other sensitive issues.
- 5.7 The tenant has died.

6. **Recovery Approach**

- 6.1 We will advise tenants in writing of the details and likely cost of the repair at the earliest opportunity. Where the tenant is still a current tenant, they will be given the opportunity to carry out the repair themselves first unless it is an urgent repair.

Charges will be recovered by Customer Services staff along with any other housing debts due, in accordance with our Debt Prevention and Recovery Policy and Procedures. Recommendations for write-off of debts will be made in accordance with the same policy.

7. **Appeals**

- 7.1 Tenants who do not agree with decisions made about any aspect of a repair recharge can complain through our Complaints Procedure.

8. **Monitoring**

- 8.1 The following areas will be monitored and reported to the Board once a year.
 - Number of response repairs carried out as a chargeable repair.
 - Number of void repairs carried out as a chargeable.
 - Number and cost of repairs recharged in each category above.
 - Recovery rate and actual income received from recharged repairs.
 - Numbers of disputed charges and their outcomes.

9. **Equality & Diversity**

- 9.1 We are committed to ensuring that our Rechargeable Repair activities are carried out inclusively and in a non-discriminatory manner.

10. **Policy Review**

- 10.1 This policy may be reviewed at any time should circumstances dictate. However the policy will be reviewed after five years in line with our standard approach.

11. **Related Policies and Legislation**

Debt Prevention and Recovery Policy

Complaints Handling

Equalities and Diversity Statement

Housing (Scotland) Act 2001 as amended 2014

Equalities Act 2010