

FORTH HOUSING ASSOCIATION LIMITED

RECHARGEABLE REPAIRS AND WORKS POLICY

Code: M 11

Approval: October 2019

Review Date: October 2022

Cross Reference: M 10 Reactive Repairs
HM 11 End of Tenancy
Procedures
HM16 Scottish Secured
Tenancy Agreement
HM24 Tenants handbook
HM 26 Voids Management
Policy
Gov 05 Complaints



This document can be made available in alternative languages or formats (such as large print, audio etc). Please contact staff as required.

FORTH HOUSING ASSOCIATION LIMITED

RECHARGEABLE REPAIRS AND WORKS POLICY

1.0 Introduction

- 1.1 Whilst Forth Housing Association is responsible for the maintenance and repair of its stock tenants also have responsibilities for certain repairs and maintenance which are set out in their Tenancy Agreement, Tenants' Handbook and the Association's Web-site.
- 1.2 As the Association works within financial budgets in order to maximise its resources, and in the interest of applying policies fairly and consistently, tenants and former tenants will be recharged for repairs/works carried out on their behalf which are their responsibility.
- 1.3 Forth Housing Association aims to ensure that tenants understand their obligation to pay rechargeable repairs and the options available for doing so.
- 1.4 Forth Housing Association will seek, when economically prudent, to recover the cost incurred in completing works/repairs for which individuals are liable. The Association however recognises that in some cases, i.e. abandonments, evictions and/or deaths there is little realistic chance of the monies being recovered. In pursuing such monies the Association instead accrues further debt and staff time against such works prior to these being 'written off' by the Management Committee. Consequently, Managers will have discretion in such cases whether to pursue such costs.
- 1.5 Forth Housing Association reserves the right not to undertake rechargeable works for a resident who has an outstanding debt/s and has made no effort to clear this. Such cases will be assessed on merit and may entail the tenant making an initial payment prior to works being implemented.
- 1.6 In addition, where necessary, any fees which the Association incurs in pursuit of debts owed by individuals will be added to the original cost for the works/repairs.

2.0 Definition of rechargeable repairs\works.

- 2.1 Forth's tenancy agreement highlights that the tenant is responsible for repairing damage caused wilfully, accidentally or negligently by the tenant, anyone living with the tenant or visitor to their home. If the Association decides to carry out the repair work the tenant must pay the cost of the repair.

2.2 The following are examples of rechargeable repairs but is not an exhaustive list:

- Loss of keys, resulting in forced entry, replacement lock\barrel, providing extra keys and/or repairs to door standards, door or locks.
- Repairs to any appliances, or fixtures, which have been supplied or fitted by the tenant.
- Careless or malicious damage to the building, or the Association's fixtures, caused by the tenant, member of their household or visitor.
- Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property.
- Damage caused by vandalism, break-in or attempted break-in where the tenant has not reported the incident to the police and received a crime number.
- Cleaning or redecoration of a home or garden area required to bring the property to a re-lettable standard at the termination of a tenancy.
- Reinstatement of a property as a result of alterations or additions carried out by the tenant without permission, or to an unsatisfactory standard.
- Forced entry to a property to carry out annual gas safety check where access has not been provided by the tenant.
- Aborted call by contractor when appointment not kept by tenant
- Bulk uplift of refuse.

3.0 Reactive Repairs/Works

3.1 When a tenant requests work to be carried out on their behalf by the Association, generally only work which is categorised as an "Emergency Repair" will be undertaken

3.2 An "**Emergency Repair**" is taken to be *work necessary to prevent serious damage to the building, danger to health, risk to safety, or risk of serious loss or damage to the occupier's property.*

3.3 Should a tenant contact the Association's emergency service out with office hours, and that repair is subsequently deemed to be the tenant's responsibility, or that it is not an 'emergency' repair, the tenant may be recharged for the cost of the work.

3.4 In exceptional circumstances the Association may carry out works on a tenant's behalf. Mitigating circumstances may relate to ill health, age/infirmity or similar.

4.0 End of Tenancy

- 4.1 When a tenant terminates their Tenancy with the Association an End of Tenancy Inspection will be completed by a member of Staff. The tenant will be advised in writing of any work which they are required to carry out prior to vacating the property. Any works not carried out may be undertaken by Forth Housing Association and the cost incurred recharged to the former tenant.
- 4.2 There will be occasions when it will not be possible to carry out an End of Tenancy Inspection.
- Eviction, Abandonment and Repossession
 - Death
- 4.2.1 In such cases the void inspection will be carried out and a photographic record taken of any damage or work required to the property which is considered the former tenants' responsibility. The relevant Manager will have discretion as to whether the cost of these works are 'recharged'

5.0 Payment of works

- 5.1 Once the repair has been carried out and the invoice received by the Association the tenant will be issued with an invoice for the repair by the Finance Assistant (FA).
- 5.2 The method and level of payment(s) can be agreed with the FA and payment by instalment may be agreed where necessary.

6.0 Costs charged

- 6.1 The costs that will be charged to the former\tenant will be the actual cost of repair, replacement, or works as charged to the Association, plus a charge for administration. This charge will be as follows:

Cost of works	Administration Charge
Up to £100	£10
£101 to £200	£20
£200+	10% of cost

7.0 Recovery of costs

- 7.1 The Association reserves the right to pursue legal action where a former\tenant fails to pay costs incurred. Such action may involve a small claims action and/or eviction action at the discretion of the Management Committee.

8.0 Appeal

- 8.1 Former/tenants may appeal any rechargeable repair/work carried out by the Association. This must be done in writing within 14 days of the date on the letter notifying that they are to be recharged for work/repairs carried out by the Association. Appeals should be addressed to the relevant section head i.e. Tenant Services Manager.

9.0 Monitoring and review

- 9.1 The Management Committee will receive a quarterly Maintenance Performance Report which will summarise the position regarding recharge items.
- 9.2 The Management Committee will review this policy at least every 3 years and staff are responsible for ensuring that it meets legal and good practice requirements.