

FORTH HOUSING ASSOCIATION LIMITED

RECHARGEABLE REPAIRS POLICY

Code: M11 – Asset and
Development

Approval: January 2026

Review Date: January 2029

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

Policy Summary

This policy has been developed to show how Forth Housing Association identifies, manages and recovers the costs of repairs which are rechargeable to tenants and former tenants.

Legal and Regulatory Framework

This policy operates within the framework of the Housing (Scotland) Act 2001, the Scottish Secure Tenancy, the Scottish Housing Quality Standard, and the Scottish Housing Regulator's Regulatory Framework and Standards of Governance and Financial Management.

Equalities

An Equality Impact Assessment screening has been completed. While no direct impacts have been identified, the Association recognises that this policy may have potential indirect impacts on some tenants, particularly those who are vulnerable. Reasonable adjustments and discretionary support will be provided where appropriate.

Privacy

As information related to undertaking a repair requires to be passed to a third-party contractor, from the Association's approved list there is a requirement to note this in the Privacy Impact Assessment. Personal data will be processed under the lawful bases of contractual necessity and legitimate interest and handled in accordance with data protection legislation and the Association's Privacy Notices.

Policy Owner

Name: Head of Asset and Development

Date of Next Review: January 2029

FORTH HOUSING ASSOCIATION LIMITED

RECHARGEABLE REPAIRS 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 on the Association's Website.
- 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 Legal and Regulatory Framework
 - ☐ Housing (Scotland) Act 2001
 - ☐ Scottish Secure Tenancy (SST)
 - ☐ Scottish Housing Quality Standard (SHQS)
 - ☐ Scottish Housing Regulators Regulatory Framework and Standards of Governance and Financial Management

2.0 Principles

- 2.1 The Scottish Secure 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 the property. Where the Association undertakes such repairs, the tenant will be liable for the associated cost of the repair.
- 2.2 The Association will apply this policy in a fair, transparent and proportionate manner, taking account of individual circumstances where appropriate.

3.0 Aims and Objectives

- 3.1 Forth Housing Association aims to ensure tenants understand their responsibilities in relation to rechargeable repairs and the options available for payment.

- 3.2 Forth Housing Association will seek to recover the costs incurred in completing works/repairs where it is reasonable and proportionate to do so. The Association recognises that there may be circumstances such as abandonments, evictions or death, where recovery is unlikely. In such cases the Senior Management team may exercise discretion to avoid unnecessary debt and administrative cost.
- 3.3 Forth Housing Association reserves the right to decline to undertake rechargeable works for any tenant who has outstanding rechargeable debts and has failed to engage in, or make reasonable efforts towards, repayment. Each case will be assessed on its individual merits and may require the tenant to make an initial payment before any works are carried out.
- 3.4 Where additional costs are incurred in pursuing recovery including reasonable legal or debt recovery fees, these may be added to the original cost for the works/repairs.

4.0 Policy Framework

- 4.1 The Association will clearly advise tenants at the point of reporting a repair, whether it considers the repair to be rechargeable and why.
- 4.2 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.
- 4.3 When a tenant requests work to be carried out by the Association, generally only work which is categorised as an “Emergency Repair” will be undertaken.
- 4.4 An “**Emergency Repair**” is defined as *work necessary to prevent serious damage to the building, risk to health and safety, or a risk to the security of the property, including to access the property.*
- 4.5 Should a tenant contact the Association’s out of hours repairs service, and the 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.
- 4.6 In exceptional circumstances, including vulnerability, ill-health or age, the Association may carry out works and assess recovery on a case-by-case basis.
- 4.7 Tenants may arrange their own repairs where permitted which would otherwise be rechargeable. In these cases, the work must be carried out to a standard acceptable to the Association. Any remedial work required by the Association to rectify the repair due to inadequate work quality will be recharged to the tenant.
- 4.8 At tenancy termination the tenant will be advised in writing of any work prior to vacating which they are required to carry out. Any works not carried out may be undertaken by the Association and the cost incurred recharged to the former tenant.
- 4.9 There may be occasions when it will not be possible to carry out an End of Tenancy Inspection e.g.
- Eviction, Abandonment and Repossession
 - Death
- 4.10 In such cases the void inspection will be carried out, and photographic records will be taken of any damage or work required which is considered the former tenants’ responsibility. The relevant Head of Service will have discretion as to whether the cost of these works is to be ‘recharged’
- 4.11 Payment in full will normally be required prior to rechargeable works being undertaken.

- 4.12 Where payment in full cannot reasonably be made, the Association may agree a repayment arrangement, particularly where vulnerability or financial hardship is identified. Referrals to money or welfare advice services may be offered.
- 4.13 The tenant will be issued with a copy of the invoice and receipt of payment made.
- 4.14 The tenant will be required to settle the account or make arrangements to pay the account within 28 days of it being issued. If no response is received within this timescale, then a final reminder will be sent giving a further 7 days to settle the account or make arrangements to pay it.
- 4.15 In health and safety related cases, works may proceed and be recharged retrospectively.
- 4.16 The costs recharged to the former\tenant will be the actual cost of repair, replacement, or works as charged to the Association, including any fees incurred as a result of cost recovery by debt collectors or legal services.
- 4.17 The Association reserves the right to pursue legal action where a former\tenant fails to pay costs incurred. Such action may involve a Simple Procedure and/or eviction action at the discretion of the relevant Head of Service.
- 4.18 No charge will be levied in the following circumstances:
- Where emergency services have had reason to force access to ensure the safety or welfare of a resident within their home. (Excluding Police damage unless otherwise justified)
 - Where damage to the property and/or required repairs arise as a result of domestic abuse. Please refer to the Domestic Abuse Policy (HM34) for further details.
 - As a result of an incident where the tenant can provide a crime reference number which relates to criminal damage.
 - Damage resulting from a medical condition and alternative support is appropriate
 - Any other exceptional reason as approved by the relevant Head of Service; cases of this nature will be looked at on their own merits taking account of tenancy history/conduct.
 - Repairs deemed to be re-chargeable in properties provided by Homeless Services (or other support agencies) may be recovered through a service charge cover.

5.0 Monitoring of the Policy

- 5.1 The Management Committee will receive a biannual Rechargeable Repair Report summarising rechargeable repair activity, cost recovery performance and trends relating to rechargeable items.
- 5.2 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.

6.0 Complaints and Appeals

- 6.1 Forth Housing Association welcomes complaints and positive feedback, both of which provide information which helps us to improve our services. We use a complaints procedure developed by the Scottish Public Services Ombudsman (SPSO) and the Scottish Housing Regulator.

The complaints procedure allows for most complaints to be resolved by front line staff within a five-day limit (first stage), or if the complaint is complex, a detailed investigation will be made by a manager within a 20-day limit (second stage). At the end of the second stage our response will be made by a director. If the customer remains dissatisfied, he/ she may then refer the matter to the SPSO.

At each stage we will advise the customer how the complaint should be taken forward and advise which agency would be most appropriate to consider the case.

7.0 Equalities

- 7.1 Equality and diversity underpin all our activities and services. When delivering our services, we never discriminate on the basis of sex or marital status, race, disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions such as religious beliefs or political opinions. Full details of our Equalities Policy can be found on our website www.forthha.org.uk or can be obtained from our office.

8.0 Data Protection - Privacy

- 8.1 We recognise the importance of data protection legislation, including the General Data Protection Regulation, in protecting the rights of individuals in relation to personal information that we may handle, use and disclose about them, whether on computer or in paper format. We will ensure that our practices in the handling, use and disclosure of personal information as part

of the processes and procedures outlined in this policy comply fully with data protection legislation. More information is available from our Data Protection Officer

9.0 Availability

- 9.1 This policy is available on our website and can be made available in several other languages and other formats on request.

10.0 Review

- 10.1 This policy will be reviewed at least every 3 years by the Management Committee and staff are responsible for ensuring that it meets legal and good practice requirements.

Appendix 1 Equality Impact Assessment Screening Questions

Forth Housing Association Ltd Equality Impact Assessment Screening Questions

Rechargeable Repairs Policy

Will the implementation of this policy have an impact on any of the following protected characteristics?

- | | | |
|-----------------------------------|------------------------------|--|
| 1. Age | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Disability | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Gender reassignment | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Marriage and Civil Partnership | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5. Pregnancy and Maternity | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 6. Race | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 7. Religion or belief | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 8. Sex | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 9. Sexual orientation | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If you have answered 'Yes' to any of these points, please complete a full Equality Impact Assessment. If you have answered 'No', you need take no further action in completing an Equality Impact Assessment

Appendix 2 Equality Impact Assessment Screening Questions

Forth Housing Association - Privacy Impact Assessment

1. A substantial change to an existing policy, process or system that involves personal information
Yes ☐ No ☒
2. A new collection of personal information
Yes ☐ No ☒
- 3.. A new way of collecting personal information (for example collecting it online)
Yes ☐ No ☒
4. A change in the way personal information is stored or secured
Yes ☐ No ☒
5. A change to how sensitive information is managed
Yes ☐ No ☒
6. Transferring personal information outside the EEA or using a third-party contractor
Yes ☐ No ☒
7. A decision to keep personal information for longer than you have previously
Yes ☐ No ☒
8. A new use or disclosure of personal information you already hold
Yes ☐ No ☒
9. A change of policy that results in people having less access to information you hold about them
Yes ☐ No ☒
10. Surveillance, tracking or monitoring of movements, behaviour or communications
Yes ☐ No ☒
11. Changes to your premises involving private spaces where clients or customers may disclose their personal information (reception areas, for example)
Yes ☐ No ☒

If you have answered 'Yes' to any of these points, please complete a full Privacy Impact Assessment. If you have answered 'No', you need take no further action in completing a Privacy Impact Assessment.