



Bridgewater Housing Association Policy

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Consultation	This policy was circulated to the Property Services and Leadership teams for comment.

This policy is available to the public on the Association’s website. Copies are also available on request and free of charge from the Association. This policy can also be provided in large print, braille, audio, or other non-written format and in a variety of languages, on request.

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1. Introduction

1.1 This document outlines the Association's approach to the prevention of rechargeable repairs and how, where it is required, recharging will operate across all aspects of maintenance planning and delivery. The Association aims to take account of all relevant statutory, regulatory and good practice requirements, including:

- The Housing (Scotland) Act 2001, and subsequent amendments
- Part 5 of the Scottish Secure Tenancy Agreement
- The Regulatory Standards of Governance and Financial Management set down by the Scottish Housing Regulator
- Scottish Housing Quality Standard
- The Scottish Social Housing Charter

2. Policy Objectives

2.1 The aim of this policy is to ensure the Association has a robust strategy in place to ensure that:

- Best value for money and best use of the Association's budget for maintenance works is secured.
- Repair costs that are clearly not the Association's responsibility are recharged, thus minimising the burden on rental income. and that in doing so:
- Tenants are made aware, and periodically reminded, of their responsibilities in relation to the condition of their homes.
- Issues are identified at the earliest opportunity and effectively communicated to tenants.
- Appropriate mechanisms are in place through which tenant appeals against decisions with which they disagree will be considered/determined.
- Regard is had to tenants' incomes and circumstances in making arrangements for the recovery and any phased repayment of debt.

2.2 This policy addresses recovery of valid recharge costs in connection with repairs and maintenance work from tenants and former tenants. The recovery of sums due from owners in connection with common repair works, etc, is covered under the Association's Factoring policies and procedures.

3. Responsibility For Repairs

3.1 Section 5 of the Scottish Secure Tenancy Agreement sets down repair and maintenance responsibilities for the Association and for the tenant. An extract of the Tenancy Agreement terms is included at Appendix 1, detailing the specific repairing responsibilities and rights of both parties.

3.2 In general terms, the Association will fully maintain the structure, fabric and installations within the property and common parts to a reasonable standard and ensure the property complies with all relevant statutory requirements. Tenant responsibility includes taking reasonable care of the house, maintaining a reasonable standard of decoration and repairing damage caused wilfully or negligently by them, by anyone living with them or by visitors to the property. This does not include damage caused by fair wear and tear or by vandalism (providing this has been reported to the police and a crime reference number provided to the Association). The tenant is also responsible for replacing lost or broken keys, forcing entry because of lost keys or costs incurred by the Association if they fail to provide access for a pre-arranged repair appointment; and replacing light bulbs, batteries in remote timers, etc.

- 3.3 Where repairs are clearly not the responsibility of the Association costs will, in general, be recharged to the tenant / former tenant. In some circumstances (outlined below) the tenant may be offered the option of undertaking the works themselves, at their own expense.
- 3.4 Where recharges are levied the Association will pursue these vigorously, following the steps set down within the Rechargeable Repairs Procedures. For former tenant recharges the Association will, where appropriate, employ a debt collection agency to assist with tracing and debt recovery.
- 3.5 DEFINITION OF A RECHARGEABLE REPAIR
- 3.6 We expect our tenants to conduct their tenancies in a reasonable manner and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally. If a tenant has damaged their property or failed to take care of it, we may charge for the costs of repair.
- 3.7 The responsibilities of both landlord and tenant are broadly set out in the Scottish Secure Tenancy Agreement. The detail of repair responsibilities is reviewed with tenants from time to time to reflect changes in the housing stock or environment over time. All repair responsibilities and information is available in the tenant's handbook which can be found on our website.

A rechargeable repair occurs when there is a need to carry out a repair and it is reasonable for the Association to conclude that the repair was the tenant's responsibility and is necessary due to their direct or indirect actions. These works include but are not limited to the following items:

- Vandalism, neglect, misuse or abuse to the property, communal and external areas attributable to tenants, former tenants, owners or visitors to the property, where no action by the Association could result in damage to the property and / or neighbouring homes (e.g. health and safety or environmental reasons).
- Wilful damage (where this is due to vandalism, it must be reported to the Police).
- Damage caused to the property by the Police following a lawful raid at a property which results in an arrest
- Costs for repairs deemed to be the responsibility of the tenant to complete, or for the removal of goods or belongings from a void property previously agreed with the tenant to be undertaken prior to moving out.
- Repairs carried out to an abandoned property or where a tenant has been evicted and where the out-going tenant can be pursued.
- Repairs required due to unauthorised or unsatisfactory alterations carried out by the tenant.
- Damage caused to the property by the Police following a lawful raid at a property which results in an arrest.
- Removal of items from communal areas which can be connected to a particular tenant or owner.
- Forced entry is required due to lost keys.
- Costs attributable to gaining access for gas servicing and / or uncapping gas meters after reasonable opportunity has been given to the tenant to allow access

4. Prevention and Early Identification of Rechargeable Repair Issues

- 4.1 The Association will maintain a regular review of its approach to ensuring that tenants understand their responsibilities to look after the condition of their homes. Regard will be had to the known information requirements of particular tenants, including

translating information into different languages. Tenants will be positively encouraged to speak to staff about any issues or problems they are experiencing, and the Association will aim to ensure that positive staff/tenant relationships exist to facilitate this.

4.2 This will include through:

- Information provided at the start of a tenancy, including a clear leaflet setting out Association and tenant responsibilities.
- Periodic reminders issued to all tenants on a planned and ad hoc basis.
- General reminders through articles in the newsletter and social media.

4.3 Often issues are only first identified at the tenancy termination stage or when keys are handed back in.

4.4 Early identification of potential issues can be important to prevent issues becoming worse and to maximise the time available for engagement with tenants and any support agencies. Housing Management and Maintenance staff will be responsible for identifying potential issues at the earliest opportunity when in tenants' homes and contractors will also be encouraged to feedback where appropriate.

5. Categories of Recharged Repairs

5.1 No Access for Inspections or Repairs

5.1.1 Missed Appointments for Gas and Electrical Safety Inspections & Forced Access

5.1.2 When a contractor calls at a pre-arranged time and date to carry out a mandatory gas or electrical safety inspection, and there is no-one at home to allow entry to the house, this can cause loss to the contractor who will have arranged their day based on preordered work. The cost for this abortive time may be legitimately passed on to the Association by the contractor.

5.1.3 The Association provides advance notice of appointments and ample opportunity for tenants to re-arrange dates to suit. Therefore, unless there are unusual mitigating circumstances, the Association will always re-charge the tenant for any costs for missed appointments that are passed on from the contractor.

5.1.4 Tenants are advised of this potential charge in writing in the series of letters notifying them that the service is due.

5.1.5 The costs associated with forcing access to a property for an essential safety inspection will always be recharged to the tenant.

5.2 Missed Repairs Appointments

5.2.1 When a contractor calls at a pre-arranged time and date to carry out a repair and there is no-one at home to give access this can cause a loss to the contractor. In some cases, this loss is passed on to the Association by the contractor.

5.2.2 Repair appointments are arranged to suit tenant requirements, and they can be rearranged in advance by the tenant if they do not suit. Therefore, unless there are unusual mitigating circumstances, the Association will charge for any costs for missed appointments that are passed on from the contractor.

5.2.3 Tenants are advised verbally of this potential charge at the time the appointment is arranged

5.3 Lock Outs

5.3.1 From time-to-time tenants lock themselves out of their homes and the Association responds by assisting them to regain access.

5.3.2 In some cases this is a simple joinery exercise, in other cases it necessitates the provision of a new lock and keys and / or new fobs for secure door entry systems.

5.3.3 The tenant is responsible for replacing lost or broken keys and forcing access or changing locks because of lost keys. Therefore, the Association will always recharge the cost of works in these circumstances.

5.3.4 Where the tenant wishes the Association to provide this service the tenant will be required to sign a consent form, accepting responsibility for the repair and agreeing a payment arrangement. Where possible full payment should be made in advance. Where this is not possible a deposit of £30.00 will be sought before work is carried out.

5.3.5 The tenant will also be offered the option of procuring this service directly from an alternative contractor.

5.4 Void Works

5.4.1 Void repairs are repairs that must be carried out to vacated houses to bring them to a standard where they can be re-let. The Association has a Minimum Letting Standard that all homes will be brought up to before being re-let to ensure a property is safe, secure and in a good state of repair and decoration prior to occupation.

5.4.2 The Association will provide clear information to all tenants detailing their responsibilities in looking after their home at the start of their tenancy and prior to moving out. This information will also be available on the Association's website for ease of reference for all tenants.

5.4.3 Void Repairs

5.4.4 Some void repairs may be required because of damage or neglect by the outgoing tenant and in these circumstances, it will be the tenant's responsibility to meet the cost of these works. Most repairs will be identified during a pre-termination inspection, usually by the Maintenance Officer, and the tenant is given the option of carrying out the work themselves or have the Association do it. If, at the void inspection the damage has not been rectified, or if new repairs are identified that were previously not visible (e.g. hidden by furniture), the repairs will be carried out by the Association and recharged to the tenant. If the tenant has made an inadequate repair that is unsafe or has exacerbated the problem, then the cost of any consequent or further works required will be recharged.

5.4.5 The Association accepts that a certain amount of damage will be the result of fair wear and tear and will not charge for works required simply due to wear and tear. This determination will be made at the time of the pre-inspection, and if further damage is identified, also at the time of the post inspection.

5.4.6 Photographic evidence of the damage will be collected during termination and void inspections to provide back-up for any works that are recharged.

5.4.7 Void Clearing and Cleaning

5.4.8 Tenants are expected to clear and clean their homes on termination of tenancy. This obligation is reinforced to tenants during a tenancy termination inspection and confirmed to them in writing.

5.4.9 Renfrewshire Council will uplift old furniture and belongings for residents in houses and cottage flats (bulk uplift) for a relatively small fee and this is the outgoing tenant's responsibility to arrange. Outgoing tenants should make use of these services if they wish to dispose of items before moving out. When the Association, as a business, must clear a property it has to pay for time, labour, vehicle costs and, potentially, landfill disposal costs. Tenants can avoid these costs by disposing of items themselves and the Association's costs will generally be passed on in full.

5.4.10 The same principles apply to cleaning vacated properties. Tenants are required to clean their home before moving out and where this is not done charges in connection with excessive cleaning will be passed on in full.

5.4.11 The circumstances of elderly or vulnerable tenants who have no-one to help them will be considered on their merits if communicated to the Association before termination of the tenancy so that some level of discretion can be applied to charges for cleaning or clearing properties.

5.4.12 To enable tenants to assess the consequences of leaving clearing and cleaning to the Association the fact that there will be a charge levied will be made clear in writing at the time of termination (assuming the tenant gives the required notice). In the case of deceased tenants, the Association will not generally seek to recoup costs from the tenant's estate.

5.4.13 If a charge is to be made under this category photographic evidence will be collected and provided to the outgoing tenant along with the formal notification of recharge.

5.4.14 In exceptional circumstances, and with prior agreement with the Association, carpets and floor coverings may be left within the property. Where these are left in-situ they will be cleaned by the Association and the incoming tenant must accept the property as seen, including carpets and floor coverings. It will be the new tenant's responsibility to dispose of any unwanted floor coverings and / or replace as required.

5.4.15 The incoming tenant will be expected to sign a disclaimer accepting responsibility for carpets, floor coverings, etc that are left in the property.

5.5 Repairs Arising out of Tenant Alterations

5.5.1 A repair can arise, either during a tenancy or when a property becomes void, because the tenant has actively carried out some work they don't have to do (e.g. the installation of bespoke light fittings). Where their actions cause the Association expense – for example, where part of the building is damaged, or the tenant's works have rendered part of the building unsafe - the Association will always recharge the cost of required repairs / reinstatement works.

5.5.2 Tenants are required to obtain the Association's consent for alterations to the property and the conditions attached to the consent include the requirement for the tenant to take responsibility for the maintenance of the altered area. Repair works resulting from tenant alterations will be recharged to the tenant (or former tenant).

5.6 Requested Repairs

5.6.1 Occasionally the Association carries out work on request that is rechargeable. This is usually to rectify neglect or damage to components that is clearly the tenant's responsibility.

5.6.2 On these occasions the Association will carry out the work but will require payment in full beforehand, unless the work is an emergency. Where work is urgent, or the issue could affect the safety of the property the Association will require a deposit of £30 to be paid before undertaking the repair. In addition, the tenant will be required to sign a consent form, accepting responsibility for the repair and agreeing a payment arrangement for the full amount. If the tenant already has outstanding rechargeable repair bills, then the Association will generally request payment of the full amount before instructing the works.

5.7 Police Forced Entry

5.7.1 A repair may be required because of forced entry by Police who have reasonable cause to suspect that a criminal act has occurred at the property, or that the occupier or a visitor to the property has been involved in a criminal act. In these circumstances the tenant will be re-charged the cost of any required works. The Association will always seek an incident number from the Police and log this against any repair orders for this type of repair.

5.8 Emergency Forced Entry – Risk to Safety

5.8.1 A repair may be required because of forced entry by Police, Fire or Health Services where there is concern for the safety of the resident. In these circumstances the Association will generally meet the cost of the repair works, unless there is clear evidence that the tenant being involved in a criminal act that has contributed to the need to force entry. The Association will always seek a report / incident number from the relevant authority and log this against the repair order.

6. Individual Case Assessment

6.1 Each rechargeable case will be assessed taking account of all the circumstances surrounding the damage or cause of repair. In certain cases, the Association may waive all or part of the charge. This discretion may be applied where, for example the tenant is vulnerable or has serious health issues.

6.2 Housing Officers and Maintenance Officers will be responsible for determining where discretion is to be exercised and for recording the reasons for this in the tenant file.

6.3 Exemptions

6.4 No charge will be levied in the following circumstances:

- Where the total cost for the repair (including more than 1 works order), as confirmed by the Schedule of Rates is less than £50 (including VAT) AND also is not due to wilful damage.
- Where emergency services have had reason to force access to ensure the safety of a resident within their home. The exception would be where Police have forced entry

- As a result of an incident where the tenant can provide a crime reference number which relates to the damage and the tenant or a member of their household or visitor is deemed not to be responsible for the incident occurring.
- Where damage to a home is a result of a medical condition, Bridgewater will engage with the household to explore other methods of support.
- Any other exceptional reason as approved by the Head of Property Services or Head of Housing Services; 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 may be recovered through a service charge cover.

6.5 Bridgewater Housing Association will monitor exempt rechargeable repairs on a case by case basis and where it is considered that there are an exceptional number of rechargeable repairs incurred by the same tenant, these will be addressed by the Association who may investigate this with the tenant. The Head of Property Services or Head of Housing Services may reserve the right to raise a charge for works where felt appropriate

7. Appeals

- 7.1 All tenants / former tenants have the right to appeal a decision to recharge. Appeals will be dealt with in the context of and in line with the Association's Complaints Procedures, ultimately providing for appeal to the Scottish Public Services Ombudsman in the event of continuing dissatisfaction. Tenants / former tenants will be advised to submit any appeals within 28 days of the formal notification of the recharge.
- 7.2 The Association will keep under review the incidence and causes of recharging and the outcome of appeals when reviewing its future approach to the prevention and recovery of rechargeable repair debt.

8. Invoicing and Payment Collection

- 8.1 Invoicing for rechargeable repairs will be carried out in line with the Association's Rechargeable Repair Procedures. Where possible, full payment will be secured in advance for works that are rechargeable. In circumstances where full pre-payment is not possible a deposit will be sought (where practical) and the tenant will be required to agree a payment arrangement ahead of works being carried out.
- 8.2 For works relating to void properties the former tenant will be pursued for the debt and, where possible, a payment arrangement will be agreed at the earliest opportunity.
- 8.3 Payments will be pursued by the Housing Services in conjunction with rent and other debt payments, in line with the Association's Rechargeable Repair Procedures. Where a tenant has both rent and rechargeable repair debt recovery of rent debt will generally take precedence.
- 8.4 The Association will employ the services of a debt collection agency to assist with the recovery of rechargeable repair debt from former tenants. This option will be pursued where the Association's own attempts to recover the funds have failed, or in circumstances where no forwarding address has been provided.
- 8.5 For current tenants with outstanding rechargeable repair debt, consideration will be given to withholding improvement works such as kitchen or bathroom replacements.

8.6 All outstanding rechargeable repair debt for former tenants will remain on file for a period of 5 years following the end of a tenancy to enable a review of debt history, if a former tenant seeks re-housing with the Association.

9. Repayment Arrangements

9.1 Where requested, and where payment cannot be secured in advance, the Association will secure a repayment arrangement with the tenant / former tenant. The terms of any payment arrangement will be assessed on a case-by-case basis following consideration of the circumstances of the tenant, other monies owed to the Association, the nature of the rechargeable repair and its cost.

9.2 Where appropriate, tenants will be offered assistance via money advice services to help manage ongoing debts.

10. Action For Non-Payment

10.1 Monthly reports on recharges will be produced by the Housing Officer to monitor the level of recovery to ensure payments are being made as per the prior arrangement with the tenant.

10.2 Association staff will engage with the tenant via letter, email, telephone calls and home visits to pursue the outstanding debt.

10.3 Where these attempts have repeatedly failed it may be appropriate to pursue these costs both for former and current tenants to a debt collection agency. This decision will be taken by the Head of Housing Services / Finance.

10.4 Where a current tenant repeatedly fails to meet a repayment agreement the Association will consider taking legal action for breach of tenancy which may lead to eviction.

11. Write Offs

11.1 Twice yearly, the Association will review the rechargeable repair accounts of former tenants with a view to writing off debts which are deemed irrecoverable. This process will be in accordance with the process as detailed in the current Rent Arrears Policy.

11.2 The decision to write off debts will be based upon the following criteria:

- Former tenants who have failed to make any payments within the previous 12 months following the involvement of debt collection agency.
- BHA will write off rechargeable repair costs for tenants who have been evicted.
- Former tenants with no forwarding address following a trace being undertaken.
- Debtors who are deceased.
- Any debt on account which is not financially viable to pursue (normally under £75).

11.2 The Housing Services Team will review all write off cases to decide if it is still felt appropriate to pursue any cases prior to agreeing the write off value

12. Monitoring and Review

12.1 This policy will be reviewed every 3 years, or earlier if required to reflect changes in best practice guidance.

13. Equality and Diversity

13.1 Bridgewater Housing Association is an equal opportunities organisation. We are committed to providing an environment of respect, understanding, encouraging diversity and eliminating discrimination. No person or group of persons applying for housing and housing services will be treated less favourably than any other persons or groups of persons because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

14. GDPR

14.1 Bridgewater Housing Association will treat your personal data in line with our obligations under the current General Data Protection Regulation and our Privacy Policy.