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<b>Policy Name</b>	<b>Rechargeable Repairs Policy</b>
<b>Policy Author</b>	<b>Head of Housing Services</b>
<b>Approved by Sub Committee</b>	<b>N/A</b>
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West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.

**Registered with the Scottish Housing Regulator No. 203**  
**Registered Charity No. SCO38737, VAT Registration No. 180223636**  
**Registered society under the Co-operative and Community Benefit Societies Act 2014**



## **1. Introduction**

- 1.1 West Whitlawburn Housing Co-operative (WWHC) is responsible for ensuring our properties are kept in a well-maintained condition. Where repairs are necessary, WWHC will carry these out in line with the Maintenance policy. However, in cases where the repair is a result of neglect or misuse by the tenant or a member of the tenant's household, then the responsibility for these repairs lies with the tenant.
- 1.2 The purpose of this policy is to confirm WWHC's approach to charging for repairs that are not normally the responsibility of WWHC.
- 1.3 WWHC will pursue recovery of these rechargeable repair costs.
- 1.4 Section 5 of the Scottish Secure Tenancy Agreement sets out repairs and maintenance responsibilities for the Co-operative and for the tenant.
- 1.5 The Co-operative will undertake repairs to a reasonable standard to maintain the property in a wind, watertight and habitable condition.
- 1.6 The tenant is responsible for taking reasonable care of the property 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 Co-operative).
- 1.7 The tenant is also responsible for replacing lost or broken keys, forcing entry because of lost keys or costs incurred by the Co-operative if they fail to provide access for a pre-arranged repair appointment.

## **2. Policy Aims**

- 2.1 The policy aims to:
  - set out the circumstances in which WWHC will recharge a tenant for repair work;
  - ensure that rechargeable repair costs are collected from tenants wherever possible ensuring best use of the repairs budget;
  - promote a responsible attitude by residents towards their property by ensuring that costs are pursued from those who are negligent or deliberately cause damage;

- ensure a fair and consistent approach dealing with rechargeable items transparently and efficiently;
- recover the cost of rechargeable items from current and former residents; and
- maximise income by the recovery of debts owed relating to rechargeable items to minimise loss to the Co-operative through cases of tenants' neglect or vandalism, this includes household members and visitors to the tenant's property.

### **3. Scottish Social Housing Charter**

3.1 The policy complies with the Scottish Social Housing Charter and specifically the following outcomes:

- Outcome 5: Repairs, Maintenance and Improvements  
*"Social landlords manage their businesses so that: tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done"*.
- Outcome 13: Value for Money  
*"Social landlords manage all aspects of their businesses so that: tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay"*.

### **4. General Principles**

- 4.1 WWHC has a duty to recover costs of work from tenants where the nature of the work or the tenancy agreement identifies that it is the tenant's responsibility.
- 4.2 In instances where the rechargeable repair is completed without prior authorisation from WWHC (e.g. out of hours), Property Services staff will inform the tenant in writing that the item is rechargeable.
- 4.3 With the exception of repair works which are an emergency or of health and safety nature, WWHC will give the tenant or the outgoing tenant the opportunity to carry out the necessary work to an acceptable standard in the first instance. Such works should be done by approved and/or qualified contractors. Emergency work of a health and safety nature will always be completed by the Co-operative and the costs recovered from the tenant/former tenant after the work is complete.

4.4 WWHC will advise the tenant of their responsibility for the repair within 5 working days of the works being identified and give them a further 5 working days to put it right.

## **5. Identifying Rechargeable Repairs**

5.1 Rechargeable repairs can be identified:

- By pre termination inspection
- By void inspection
- By stock condition surveys
- By routine visits by Property, Housing or Concierge staff as part of day-to-day activities.
- Post completion – rechargeable repairs completed without prior authorisation (out of hours)
- Abortive visits – no access to emergency call out by tenant
- Call outs by tenant for non-emergency repairs

## **6. Communication and Prevention**

6.1 WWHC recognises the importance of prevention through regular communication between the Co-operative, tenants and prospective tenants. Through appropriate tenancy management and communication, WWHC aims to minimise the likelihood of tenants causing damage to their home which could result in a rechargeable repair.

### **6.2 Before the tenancy begins**

6.2.1 Housing Application

- WWHC will request references from RSLs, Councils and other landlords for all applicants who apply for housing, including information on rent arrears and rechargeable repair debt.
- If there is tenancy debt due to rechargeable repairs, the housing application will be suspended for up to 36 months in line with the Allocations Policy.
- Property inspections will be carried out for all internal transfer applications at as early a stage as possible after receiving the application. Any rechargeable repairs identified at this stage will be highlighted and advice given that no offer of housing will be made until the items are made good or the costs of repair are paid. This will be confirmed in writing. The transfer

application will be suspended for up to 36 months in line with the Allocations Policy.

6.2.2 Tenant obligations in respect of repairs and maintenance is communicated throughout the application process:

- Offer of housing
- Viewing of property
- Explanation of lettable standard
- Sign up for tenancy covering landlord and tenant obligations
- Right to repair information
- Guidelines for alterations
- Action for breach of tenancy agreement
- Checklist to confirm information has been received
- Record of repair condition at time of let

### 6.3 **During the tenancy**

- Routine visits by staff (e.g. stock condition surveys, rent arrears visits, new tenant visits, repairs inspections etc.) to the property may identify rechargeable repairs and unauthorised alterations.
- Where rechargeable repairs or unauthorised alterations are noted, we will contact the tenant(s) responsible to agree the process to resolve the issue.
- An appropriate repayment arrangement will be put in place for rechargeable repairs where required.
- No rent credit will be refunded where funds are owed for rechargeable repairs. The cost of the rechargeable repair will be deducted from any credit.
- Rechargeable repairs debts will be noted on any tenancy references we are required to provide to other housing providers or similar.

### 6.4 **End of tenancy**

6.4.1 Where notice of ending a tenancy is given, a pre-termination visit will be conducted to assess the condition of the property and to identify any rechargeable repairs.

6.4.2 Tenants will be advised of their obligations in terms of making good repairs, property clearance and payment of debt owed. Address and contact details will be retained where possible.

6.4.3 In keeping with the process during the tenancy, no rental credit will be refunded to the tenant if a debt for rechargeable repairs exists. The cost of the rechargeable repair will be deducted from any credit.

6.4.4 Recovery of former tenant debts will be pursued where possible.

## **7. Rechargeable Repairs**

The following are examples of rechargeable repairs:

### **7.1 Wilful and Negligent Damage**

7.1.1 Damage to WWHC's property caused by wilful or negligent conduct by the tenant, household member or third party visiting tenant. The tenant is responsible for meeting the full cost of the work.

### **7.2 Tenant Alterations**

7.2.1 Tenants are required to obtain WWHC's consent for alterations in line with our Alterations Policy. The conditions attached to the consent include the requirement for the tenant to take responsibility for the maintenance of the alteration and removal of the alteration at the end of tenancy and making good any resultant damage may be required.

7.2.2 The following are rechargeable:

- The cost of re-instatement of unauthorised alterations.
- The cost of making safe authorised or unauthorised alterations or the cost of re-instatement where alterations do not meet the standard required in the consent.

### **7.2 Void Repairs**

7.3.1 When a tenant gives notice to terminate their tenancy a pre-termination visit will be carried out to identify rechargeable repairs or unauthorised alterations. The tenant will be required to sign the end of tenancy form confirming they have been advised of any such works. The tenant can have the opportunity to complete repairs identified to a satisfactory standard before the end of tenancy.

7.3.2 The following are rechargeable:

- Repairs which are identified as having been caused by neglect or vandalism.
- Repairs agreed at pre-termination which have not been completed or completed to a satisfactory standard.

- The cost of removing items left in the property, garden, cage or storage area.
- When it is not be possible to carry out a pre-termination inspection (e.g. eviction, abandonment, and failure to give access) a void inspection will be carried out with a photographic record of any damage or work required to the property which is the former tenant's responsibility. Cost recovery will be pursued where contact information is available or becomes available in the future.
- In a mutual exchange, the outgoing tenant may be asked to carry out or pay for any rechargeable work prior to the exchange being approved, or the incoming tenant may be asked to accept responsibility for any alterations or rechargeable work.

#### **7.4 Access**

The following costs are rechargeable:

- Where a tenant forces entry or instructs a third party to force entry to a property, the tenant will be responsible for the costs of making good any damage caused and all costs incurred in replacing the locks etc. Where the tenant has lost keys, the tenant will be responsible for the cost of making good any damage caused gaining entry to the property, and the replacement lock/keys as appropriate.
- Replacement key fobs.
- Call out charge for out of hours calls for non-emergency repairs.
- Where WWHC has to force entry to carry out statutory repairs or inspections after the tenant has been offered reasonable opportunities to allow access and has failed to do so.
- Abortive call out costs for all types of repair categories when the tenant has agreed in advance the time for access and fails to give access.

#### **7.5 General**

The following costs are rechargeable:

- Items which have been discarded by the tenant, a member of the tenants household, or by a visitor to their property, within their building, the surrounding area or within the estate where the local authority has not been notified and/or payment has not been made to the local authority to collect the items as a bulk uplift.
- Damage caused to sinks, toilets and drains due to disposal of unsuitable items such as cooking fat, nappies, baby wipes, sanitary towels, children's toys etc.
- The repair required has been caused by the tenant's fixtures, fittings appliances or installation.
- In an emergency, where there is a detrimental impact on the property or a risk to health & safety, WWHC reserves the right to arrange for work to be carried out immediately and recharged to the tenant.
- At the time of repair reporting it is not always possible to determine if a repair is rechargeable. The tenant will be advised that the repair may be rechargeable if it appears to be within the above categories and asked whether they wish to proceed with the call-out (except in emergencies as above).
- Current tenants may request the Co-operative to carry out a repair which they are responsible for but are unable to arrange themselves. WWHC will assist in these cases with the repair being paid for in advance.

## **8. Exceptions**

8.1 The Head of Housing Services and Property Manager may review individual cases and apply a full or partial credit in the following circumstances:

- Where emergency services force access to secure the safety of a resident or where there are significant tenant welfare concerns involved in the case.
- Where there is damage to the property as a result of a domestic violence situation.
- If the damage is a result of vandalism by a third party and a crime reference number is provided.



- Where the tenancy is ended due to the death of the tenant and there is no estate or credit in the rent account.
- Where the tenant has learning difficulties or additional needs or if there are any extenuating circumstances, which affects their understanding of their liability for the repair or ability to avoid incurring the costs the Co-operative may waive the charge on the first occasion.
- Where there are significant humanitarian or welfare concerns involved.

## **9. Recovery Procedure**

- 9.1 The recovery of rechargeable repairs costs is the responsibility of the Housing Services team.
- 9.2 Where Property Services staff identify a rechargeable repair, notification will be passed to the Housing Assistant who will log it on the IT system.
- 9.3 When a rechargeable repair is complete, an invoice – detailing the repair details, amount due, VAT and payment date - will be sent to the tenant, by the Housing Assistant, within 1 month of receipt of the Contractor's invoice.
- 9.4 Payment by installments will be allowed if required.
- 9.5 If no payment or arrangement is made by the initial deadline, follow up procedures / letters will be initiated.
- 9.6 If arrangements are not maintained the Housing Assistant will contact the tenant to make a further repayment arrangement.
- 9.7 Depending on the level of debt and recovery, the Head of Housing Services and Property Manager may refer the debt for recovery through a Collection Agency or for legal action.
- 9.8 Recharges remaining at the end of a tenancy will be treated and pursued as former tenant debt.
- 9.9 Rechargeable repairs at a cost of £150 or less (including VAT) are not economic to pursue and will not be raised as such unless there are repeated costs or combined repairs exceeding this amount.

## **10. Irrecoverable Charges and Write Off**

10.1 Where a recharge is:

- uneconomic to pursue;
- or attempts to recover the debt have failed
- or the former tenant's whereabouts are unknown
- or there is no prospect of recovery

the debt will be written off in line with the Bad Debt Provision Policy.

10.2 Cases will be identified by the Housing Assistant with approval from the Head of Housing Services.

10.3 All write offs are subject to Management Committee approval.

10.4 Should the opportunity to pursue the debt become available at a later date, this will be pursued.

## **11. Monitoring**

11.1 Performance on rechargeable repair amounts and recovery will be reported to Performance, Assurance and Risk Sub Committee quarterly by the Head of Housing Services.

## **12. Equalities**

12.1 We are committed to ensuring equal opportunities and fair treatment for all people in our work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

12.2 WWHC carried out an Equality Impact Assessment on this policy and no remedial action was identified as necessary. The full assessment is appended to the policy.

## **13. Risk Management**

13.1 WWHC has considered the risks involved in failing to adhere to the policy when dealing with rechargeable repairs. Failure to recover the cost of repairs, which are the responsibility of the tenants would not promote tenant responsibilities for maintaining the properties resulting in additional costs.

## **14. Disputes & Appeals**

- 14.1 Where a recharge decision is disputed, an appeal will be considered and should be made within 28 days of receiving the rechargeable notification.
- 14.2 The Head of Housing Services and Property Manager will review the recharge and advise of the appeal outcome.
- 14.3 If the tenant is dissatisfied following a review, the matter will be considered through WWHC's Complaints Handling Procedure.

## **15. Review**

- 15.1 This Policy will be reviewed every five years or earlier if required by legislative or regulatory changes.