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Policy Name	Rechargeable Repairs Policy
Policy Author	Assistant Director (Property Services)
Approved by Sub Committee	N/A
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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 WWHC has clauses within its Tenancy and Occupancy Agreements, the Tenants Handbook and the Maintenance Policy of the Co-operative, which deal with rechargeable repairs.
- 1.2 The aim of this document is to bring together the various clauses into a policy document and related procedures, which can be followed to improve the success of recharging appropriate repairs and collecting monies due.
- 1.3 It may be necessary, on occasion, for the Co-operative to carry out and recharge the full cost of repairs when the Tenant or members of their household, or their visitors have caused damage to the property due to carelessness, negligence or vandalism.
- 1.4 This policy covers the application of recharges to tenants for the cost of repairs arising from their negligence or their responsibility, and the methods for the recovery of these costs within the framework of the division of repair responsibilities between Tenants and the Co-operative.
- 1.5 The ability to recharge should not to be used as a means of penalising the tenant. The emphasis must always be towards making tenants aware of potential damage, their liability, and to encourage them to make use of appropriate insurance.
- 1.6 The Scottish secure tenancy agreement which is in place for Co-operative tenants, details repairs and maintenance responsibilities in relation to repairs as follows:

The Co-operative's Responsibilities - The Co-operative is responsible for carrying out any repairs necessary to a tenant's house to ensure the house is tenable, wind and watertight and in all other respects reasonably fit for human habitation. Such repairs are required to be carried out before a tenancy begins and during the course of a tenancy.

The Tenant's Responsibilities - The tenants are responsible for internal decoration and carrying out minor repairs. The tenants' handbook provides examples of such minor repairs.

Clause 5.10

Nothing contained in this agreement makes us responsible for repairing damage caused wilfully, negligently or accidentally by you, anyone living with you or a visitor to your house. If we decide to carry

out the work, you must pay us for the cost of the repair. You hereby agree to pay for the cost of such damage. This paragraph does not apply to damage caused by:

- Fair wear and tear
- Vandals (provided that you have reported the damage to the police and us as soon as the damage is discovered.)

Clause 5.22

If you carry out any alterations or improvements without our permission we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work. You hereby agree to pay for the cost of this work.

2. Rechargeable Repairs

2.1 Willful and Negligent Damage

All cases of willful or negligent damage shall be rechargeable in accordance with the above. Any forced entry due to same shall be rechargeable unless deemed otherwise by the Housing Officer or a member of Senior Staff.

The Property Assistant will issue repair lines and confirm to the tenant that the works are rechargeable and that they are responsible for meeting the full cost of the work.

In an emergency situation where there is danger to the building or others, the Co-operative will carry out essential repairs and follow up with a letter to the tenant as above.

2.2 Examples of other repair charges and works which are defined as rechargeable

repairs include, but are not limited to the following:

a. Damage to WWHC's property caused by malicious conduct by the tenant, tenant's relative or third party visiting tenant.

b. Damage caused to sinks, toilets and drains due to non-biodegradable items being put down them e.g. cooking fat, nappies, baby wipes, sanitary towels, children's toys etc.

c. Abortive call outs for all type of repair categories when the tenant has agreed in advance the time for the contractor to attend to the repair and the appropriate trade fails to gain access as the tenant has gone out.

d. When the appropriate trade calls and the repair has been caused by the tenant's fixtures, fittings appliances or installation.

e. Where a tenant forces entry or instructs a third party to force entry to WWHC's property, the tenant will be responsible for the costs of making good any damage caused and all costs incurred in replacing the locks etc.

f. When a tenant installs a satellite system without gaining permission from WWHC and the dish is not positioned correctly, or if the tenant has been given permission to install a satellite dish and the dish is not in the position as advised by the Co-operative. In these circumstances the Co-operative will remove this system from our property and all costs incurred in this operation will be recharged to the tenant.

g. Where work is required to any items installed by the tenant e.g. a shower, WWHC will notify the tenant that this will be a rechargeable repair.

3. What is not a Rechargeable Repair?

3.1 No charge will be made to a tenant for first rechargeable repairs where the rechargeable repair is not as a result of willful damage (e.g. lost keys). Subsequent rechargeable repairs incurred thereafter would attract a full charge.

3.2 In situations where emergency services force access to secure the safety of a resident from their home

3.3 Where there is damage to the property as a result of a domestic violence situation providing the tenant fully cooperates with the police and other

relevant agencies

- 3.4 In certain circumstances where police can confirm they have a report of an incident and if necessary can provide a crime reference number
- 3.5 In situations where damage was caused as a result of fair wear and tear
- 3.6 Where the tenant has special requirements or extenuating circumstances, which affect their understanding of their liability for the repair or ability to avoid incurring the costs involved
- 3.7 Where there are significant tenant welfare concerns involved in the case
- 3.8 When housing staff have authorised that bulk items of furniture may be left
within the property at change of tenancy
- 3.9 Any other significant reason as agreed by the Housing Officer

4. Collection Procedure

When a rechargeable repair is complete an invoice will be sent to the tenant for the full amount, by the Property Assistant, within 1 month of receipt of the Contractor's invoice.

The invoice will detail the amount due, payment deadline and referral action should payment not be made by deadline. Payment by installments will be allowed if required.

Payments received over the counter will be recorded in the Rechargeable Receipts Repair Book. The Property Assistant who will update the computer information and pass payment details to the Finance Section.

Payments received via wage deductions will be updated to the Property Assistant by Finance on a regular basis.

Payment collected by the collection agency will be the subject of a report to the Co-operative on a monthly basis. Copies of this report will be given to the Property Assistant.

If no payment is made by the initial deadline, follow up procedures / letters will be initiated. Should no payment or an arrangement be made by the tenant, the Property Assistant will refer the case on to the Co-operative's

approved Collection Agency. The tenant will be advised that this referral has been made.

If arrangements are made and then broken, the Property Assistant will contact the tenant to ask that payments re-commence. If payments do not re-commence, the case will be referred onto the Co-operative's Collection Agency.

If no payment is collected following referral to the Co-operative's Collection agency, legal action will be instigated, subject to a cost benefit analysis taking account of the level of charge, the cost of recovery and the likelihood of recovery. This will be the responsibility of the Senior Property staff.

5. Former Tenants

When a tenant gives notice that they wish to end their tenancy, the Housing Officer will advise the tenant of any outstanding rechargeable amounts. Any rechargeable arrears balance will be noted on the end of tenancy form, a copy of which will be given to the tenant and the Property Assistant.

An arrangement will then be made for the tenant to clear the balance either by a single payment or by a repayment arrangement.

Should this arrangement not be maintained it will be passed to the collection agency as above.

If a tenancy is ended with no notice or a forwarding address and there are outstanding rechargeable repairs, consideration will be given to referring the case to the Co-operative's approved collection agency to trace a forwarding address and put in place a suitable repayment arrangement.

The amount, likelihood of recovery and the cost of the trace will influence this decision as above. The responsibility of making this decision will lie with the Senior Property staff and any decision to write off will be reported to Committee as detailed below.

Former tenant rent arrears and rechargeable repair charge arrears will be pursued together where applicable.

6. Irrecoverable Charges

Irrecoverable rechargeable repairs will be written off each financial year. Cases will be identified individually by the Property Assistant with input on cost benefit from the Property Officer and Assistant Director, Property Services.

Irrecoverable charges will only be written off with the approval of the Management Committee.

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

7. Committee Reporting

Performance on rechargeable repair amounts and recovery will be reported to Management Committee quarterly by the Assistant Director, Property Services.