

# Easthall Park Housing Co-op

## Rechargeable Repairs Policy



Approved by Management Committee: January 09

Date of next Review: January 12

## **1 Introduction**

The purpose of this policy is to manage and control rechargeable repair work and recover costs of repairs and appropriate administration costs.

## **2 Policy Aim**

The aim of the policy is to minimise circumstances where tenants have to be recharged for repairs but apply charges where the Co-operative has incurred costs which are the responsibility of the tenant.

## **3 Equal Opportunities**

Easthall Park Housing Co-operative is committed to equal opportunities for all sections of the community. Accordingly, no person will be discriminated against during the implementation of this policy on the grounds of sex, marital status, family circumstances, race, ethnic or national origins, disability, age, religion, political or sexual orientation.

In this context, the policy can be made available in a variety of different formats including large print, alternative languages and audiotape.

## **4 Rechargeable Repairs**

The Co-operative will seek to minimise and control rechargeable repairs by:

- Not charging if the repair is due to wear and tear
- Not charging where the repair is due to vandalism – provided that the damage has been reported to the Police and a crime reference number obtained
- Ensuring that the tenant completes all necessary work to bring a house up to a lettable standard prior to termination or transfer to an alternative property

The Co-operative will however apply charges where:

- Repairs have been carried out due to tenant neglect, wilful damage, or carelessness
- The tenant has used the out of hours emergency service for work that was not an emergency or was the tenant's responsibility

- Repairs are carried out to common areas for which other owners share a responsibility under the terms of the titles to the property
- Repairs are required because of forced entry by the Police
- When a tenant fails to give access for repairs, where a firm arrangement has been made, and the Co-operative incurs a cost.
- Repairs where a failure to act by the Co-operative could result in damage to the property and/or neighbouring properties

## **5 Discretion to Recharge**

The Co-operative recognises that recharging the cost of repairs to tenants may not always be appropriate. Accordingly, discretion is delegated to the Core Services Manager to determine if a recharge should be applied and the full cost levied.

If the Core Services Manager exercises discretion to waive the recharge, the reason for the decision should be recorded in the house file and on SDM.

Factors to be considered in deciding whether or not to levy a recharge will include:

- Age of tenant
- Tenant's understanding of their responsibility
- Particular circumstances under which the repair was carried out
- The nature of the repair carried out
- Any history of previous rechargeable repairs
- The existence of any other debt such as rent arrears or outstanding repair recharges and tenant's payment record towards them

## **6 Repayment & Financial Administration**

On identification of a rechargeable repair, clear and consistent information and advice will be provided to tenant. This will involve explaining to tenants their repair responsibility, with particular reference to Section 5.9 of the Co-operatives Scottish Secure Tenancy Agreement. In this situation, the tenant should also be provided a copy of the Co-operatives "Rechargeable Repair" information leaflet.

- 6.2 Generally, where a rechargeable repair for a non-emergency repair is identified, a provisional charge for the repair should be provided to the tenant. If the tenant accepts the recharges, then payment should be the full amount or as much as possible but no less than 25% of the total cost.

For emergency work, an account will be sent out immediately and the tenant will be required to settle the account or make arrangements to pay the account within 28-days.

An administrative fee will be added to the cost of the work. This will consist of 20% of the cost (including VAT) subject to a minimum charge of £5 and maximum of £35. This charge is to cover pre-inspection, order administration, receipt generation, invoice authorisation and post-inspection.

Tenants will be issued with an invoice for payment for each rechargeable repair. Payment should be made within 28 days upon issue of the invoice. If payment is made within this time-scale, the administrative fee will be waived.

## **7 Recovery of Recharges**

Staff will seek to recover the costs from tenants in a manner which does not cause undue hardship

In appropriate cases, according to the circumstances of the tenant, staff will agree a payment arrangement to pay the charge over a period of time.

Rechargeable repair debts may be written off in accordance with the Co-operative's write off policy.

Tenants will be given every arrangement to clear their debt, but the Co-operative will, if appropriate, take court action where no arrangement has been agreed or maintained.

A failure to clear the debt or enter and maintain an appropriate payment arrangement, can lead to the suspension of certain repairs.

## **8 Committee Reporting**

- 8.1 A report on the management and administration of rechargeable repairs will be reported on a regular basis to Committee. The Committee will also set an annual target for recovering a % of the costs of all rechargeable repairs issued.

## **9 Complaints**

Any user that is dissatisfied with the service experienced should be encouraged to provide feedback. If the problem cannot be resolved informally, the Co-operatives complaints policy outlines the steps to follow.

## **10 Training**

Prior to the implementation of this policy, training will be provided to all relevant staff. Ongoing training requirements will also be regularly reviewed.