

Easthall Park Housing Co-op

Rechargeable Repairs Policy



EASTHALL
PARK

Last Approved by Committee: 30 th March 2016
Reviewed 28 th March 2018
Date of next Review: March 2021

1 Introduction

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

2 Scottish Social Housing Charter Outcomes

- 2.1 The following charter outcomes and standards are directly relevant to this policy:

2.2 **Charter Outcome 1 'Equalities':**

'every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services'.

2.3 **Charter Outcome 2 'Communication':**

'tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides'.

2.4 **Charter Outcome 5 'Repairs, Maintenance and Improvement':**

'tenants homes are well maintained with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done'.

2.5 **Charter Outcome 11 'Tenancy Sustainment':**

'tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations'.

2.6 **Charter Outcome 13 'Value for Money':**

'tenants, owners and other customer receive services that provide continually improving value for the rent and other charges they pay'.

3 Policy Aim

- 3.1 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.

4 Equal Opportunities

- 4.1 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.

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

5 Rechargeable Repairs

5.1 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 (see void policy for more information on condition a property should be returned to Co-operative).

5.2 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

6 Discretion to Recharge

- 6.1 The Co-operative recognises that recharging the cost of repairs to tenants may not always be appropriate. Accordingly, discretion is delegated to members of the Senior Management Team to determine if a recharge should be applied and the full cost levied.
- 6.2 If the Management Team exercises discretion to waive the recharge, the reason for the decision should be recorded.
- 6.3 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

7 Repayment & Financial Administration

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 An administrative fee may be added to the cost of the work if the tenant fails to adhere to a suitable arrangement. 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.
- 7.5 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.

8 Recovery of Recharges

- 8.1 Staff will seek to recover the costs from tenants in a manner which does not cause undue hardship
- 8.2 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.
- 8.3 Rechargeable repair debts may be written off in accordance with the Co-operative's write off policy.
- 8.4 Tenants will be given every opportunity to clear their debt, but the Co-operative will, if appropriate, take court action where no arrangement has been agreed or maintained.
- 8.5 A failure to clear the debt or enter and maintain an appropriate payment arrangement can lead to the suspension of certain repairs and may affect any housing application registered with the Co-operative.

9 Escalation of debt

- 9.1 The Co-operative must maximise rental income and therefore current tenant rent arrears are given highest priority.
- 9.2 Former tenant rent arrears will be the Co-operatives second priority.
- 9.3 Rechargeable repairs or any other debt owed to the Co-operative will be pursued after current and former tenant arrears are cleared. Unless tenant is adhering to and managing a current arrangement and is able to manage repaying more than one debt at a time.

10 Committee Reporting

- 9.1 A report on the management and administration of rechargeable repairs will be reported on an annual basis in conjunction with the write off report.

11 Complaints

- 11.1 Any user that is dissatisfied with the service experienced should be encouraged to provide feedback. The Co-operative model complaints procedure sets out how we manage complaints.

12 Training

- 12.1 Training will be provided to all relevant staff. Ongoing training requirements will also be regularly reviewed.

