

Rechargeable Repairs Policy



Purpose:	To establish DPHA's policy relating to Rechargeable Repairs
Review Date:	23 May 2023
Next Review Date	May 2026
Guidance:	<ul style="list-style-type: none"> • Housing (Scotland) Act 1987/2001/2010/2014 • Human Rights Act 1998 • Data Protection Act 1998 and 2018 • General Data Protection Regulations 2016 (GDPR) • Equality Act 2010 • The Scottish Social Housing Charter • SST / SSST
Regulatory Standards:	<p>Standard 1: The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 2: The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p> <p>Standard 3: The RSL manages its resources to ensure its financial well-being while maintaining rents at a level that tenants can afford.</p> <p>Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p>
Relevant Policies	<p>Income Arrears and Debt Management Policy</p> <p>Estate Management Policy</p> <p>Void Policy</p> <p>Financial Regulations</p> <p>Repairs and Maintenance Policy</p> <p>SST / SSST</p> <p>Debt Write off Policy</p> <p>Equality and Human Rights Policy</p> <p>Asset management Policy</p>
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1. INTRODUCTION

- 1.1 Our Rechargeable Repairs Policy sets out how we will that we appropriately identify, record, monitor and recover costs associated with Rechargeable Repairs. The policy will ensure that properties are well maintained, safe, secure and in line with the requirements of the Scottish Housing Quality Standard.
- 1.2 We will promote our Rechargeable Repairs Policy through our newsletter, website and Tenant's Handbook. Where we plan to make significant changes to the policy, we will consult tenants in line with our Customer Engagement Strategy.

2. OBJECTIVES

- 2.1 Our objectives are to:
- provide a prompt, efficient and cost effective responsive rechargeable repairs service;
 - ensure that systems are in place to enable the Association to comply with its duties in relation to rechargeable repairs;
 - have systems and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both Association and tenant;
 - operate an effective monitoring system, including audit trails and reporting systems that ensure compliance with the rechargeable repairs process;
 - respond promptly to missed payments, establishing early contact if arrears persist and endeavouring to pursue full recovery of rechargeable repairs debt.

3. LEGISLATION

- 3.1 There are several indicators identified by the Scottish Housing Regulator in the Social Housing Charter for measuring performance relating to repairs and maintenance:

- Quality of housing – tenants’ homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
- Repairs, maintenance and improvements – tenants’ homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.
- Value for money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

3.2 We will comply with all relevant legislation and associated regulations, including:

- The Health & Safety at Work Act 1974
- The Housing (Scotland) Act 1987, 2001 & 2010
- Public Health (Scotland) Act 1987
- Environmental protection Act 1990
- Gas Safety (Installation and Use) Regulations 1998
- Data Protection Act 1998
- The Scottish Social Housing Charter
- The Scottish Secure Tenancy Agreement and Short Scottish Secure Tenancy Agreement

4.0 WHAT ARE RECHARGEABLE REPAIRS?

4.1 Our Scottish Secure Tenancy Agreement and Short Scottish Secure Tenancy Agreement set out the responsibilities of both landlord and tenant. Part of the tenant’s responsibility is to conduct their tenancy 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.

4.2 ‘Rechargeable repairs’ occur where it is reasonable to conclude that a repair is required as a result of direct or indirect result of the actions of the tenant.

- 4.3 A partial payment or upfront charge of 25% for non-emergency works will be considered where deemed appropriate in some circumstances and in agreement with the Customer Service Manager.

For example:

- vandalism, negligence, destructive actions by the tenant or visitor to the property or where no action by the Association could result in serious damage to the property and / or neighbouring homes;
- wilful damage (where this is due to vandalism, it must have been reported to the Police);
- forced entry is required owing to lost keys;
- the emergency call-out system being misused;
- no access to specifically arranged jobs, such as emergencies.

In these circumstances, we may carry out the repair but recharge the tenant for the cost.

- 4.3 Where a tenant reports such a repair, we will:

- advise of the tenant's responsibilities under the terms of the Tenancy Agreement with respect to payment of recoverable charges;
- seek to obtain the tenant's agreement prior to any work being instructed, unless in an emergency;
- seek to recover sums due in line with the Association's debt recovery processes;

- 4.4 Where there is severe financial hardship, we will work with the tenant to put in place an arrangement to pay over an agreed period.

5.0 EMERGENCY WORKS

- 5.1 When an emergency rechargeable repair is reported, the tenant, or the person reporting the repair on the tenant's behalf, will be advised that the repair will be recharged in terms of the conditions of tenancy.

- 5.2 The tenant will be notified of the approximate cost of the rechargeable repair and will be given the opportunity to rectify the fault using their own contractor if they wish, prior

to us raising an order. If the tenant wishes DPHA to undertake the repair, we will charge the cost of the repair to the tenant as soon as our contractor has submitted their invoice. DPHA will ensure that all repairs to its properties

- 5.3 Where an emergency call out is made for a non-emergency repair the tenant will also be recharged the cost of the call-out.
- 5.4 Where an emergency call out is made and no access to carry out the repair results, the charge for the call out can be made to the tenant for payment in full in consultation and approval of the Customer Service Manager.

6.0 NON-EMERGENCY WORKS

- 6.1 We will only complete works of an emergency or Health & Safety nature, where failure to act could result in personal risk and / or damage to the property and / or neighbouring homes.
- 6.2 The tenant will be notified of the approximate cost of the rechargeable repair and will be given the opportunity to rectify the fault using their own contractor if they wish, prior to us raising an order. If the tenant wishes DPHA to undertake the repair, we will charge the cost of the repair to the tenant as soon as our contractor has submitted their invoice. We will ask the tenant to sign a mandate confirming that they will pay for the works along with any associated service charge.
- 6.3 A partial payment or upfront charge of 25% for non-emergency works can also be considered where deemed appropriate.

7.0 INVOICING RECHARGEABLE REPAIRS

- 7.1 We will invoice the tenant on completion of the repair and receipt of invoice from the contractor.
- 7.2 The tenant will be required to settle the account or make arrangements to pay the account within 28 days of it being issued. If no response is received within this timescale, then a final reminder will be sent giving a further 7 days to settle the account or make arrangements to pay it.
- 7.3 We will seek payment of the full amount but if this is not possible, for example where there is evidence of financial hardship, we will agree a reasonable repayment arrangement with the tenant.

8.0 PAYMENT OPTIONS

8.1 We will offer a range of options for payment of a rechargeable repair:

- Cash.
- Card payment either at the office or over the phone.
- Cheque.
- Where the tenant's rent account is in credit we could seek to transfer monies from there to pay for the rechargeable repair.

9.0 DEBT RECOVERY

9.1 We will take all reasonable steps to recover the costs associated with rechargeable repairs in line with our Income, Arrears and Debt Management Policy.

9.2 Tenants with outstanding debt in relation to rechargeable repairs and not making any reasonable attempt to pay may only receive a statutory repairs service until a payback arrangement has been agreed and maintained for at least three months.

9.3 If a tenant is already making arranged payments for rent arrears, the Housing Officer will agree a reasonable repayment plan so that an appropriate amount is put towards recovery of the rechargeable repair debt.

9.4 Tenants in debt to the Association in relation to rechargeable repairs may not be considered for a transfer to another DPHA property until the debt has been paid in full.

9.4 Where a rechargeable repairs debt relates to a former tenancy, this sum will be pursued in line with our Income, Arrears and Debt Management Policy.

9.5 A debt may be written off where it has been deemed to be irrecoverable. We have set out defined criteria to assist our staff in deciding whether a debt is deemed recoverable or not. We will still attempt to recover written off debt if the opportunity arises, e.g. we trace a former tenant who leaves our tenancy owning debt or any other debtor is traced.

10.0 MONITORING AND REVIEW

- 10.1 We will monitor the recovery of monies from rechargeable repairs through our regular performance meetings. We will submit quarterly reports, statistics and trend analysis to our Board of Management. Generally, this will cover issues such as; income collected; arrears accrued; debt written off; former tenant arrears.

11.0 STAFF TRAINING AND AWARENESS

- 11.1 We will ensure that all staff and our Board of Management are aware of this policy and receive appropriate training. We have procedures in place to support the policy.

12.0 EQUALITY AND HUMAN RIGHTS

- 12.1 We are committed to promoting an environment of respect, understanding, encouraging diversity and eliminating discrimination by providing equality of opportunity for all. This is reflected in our Equality and Human Rights Policy.

13.0 COMPLAINTS

- 13.1 Although we are committed to providing high levels of service, we accept that there may be occasions where you may not be satisfied with the service you have received from us. We value all complaints and use this information to help us improve our services. Our Complaints Policy describes our complaints procedure and how to make a complaint.

14.0 DATA PROTECTION

- 14.1 We will treat all personal data in line with our obligations under the current data protection regulations and our Privacy Policy. Information regarding how all data will be used and the basis for processing your data is provided in our Customer Fair Processing Notice.

15.0 REVIEW

15.1 This Policy will be reviewed by the Board every 3-years or earlier if required.