



TECHNICAL
RECHARGE POLICY
July 2017
July 2022

Policy on :	Rechargeable repairs and recharges for breach of tenancy and legal action costs
Compliant with Charter :	<p>5. Repairs, maintenance and improvements</p> <ul style="list-style-type: none"> • Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done. <p>6. Estate Management</p> <ul style="list-style-type: none"> • Tenants live in well- maintained neighbourhoods where they feel safe
Compliant with Tenant Participation Strategy:	Consultation was previously carried out. There are no significant changes in the review requiring further consultation.
Compliant with Equal Opportunities :	Yes
Compliant with Business Plan :	Yes

Date Approved Following Consultation:	July 2017
Date for Review :	July 2022

Responsible Officer:	Technical Manager
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RECHARGE POLICY

1.0 INTRODUCTION

1.1 This Policy has been developed in order to ensure that a) repairs, which occur as a result of tenant abuse or neglect and b) any other recoverable costs relating to services, legal action, reactive, cyclical or planned maintenance are pursued and do not constitute a burden on the Association's budgets.

1.2 The majority of our recharges are for rechargeable repairs.

1.3 This policy statement supports Paisley Housing Association in achieving the following relevant Scottish Social Housing Charter Standard: -

Standard 5 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.

Standard 6 Estate Management, Anti social behaviour, neighbour nuisance and tenancy disputes

- Tenants and other customers live in well-maintained neighbourhoods where they feel safe

1.4 The Scottish Secure Tenancy and Association Tenant Handbook set out respective landlord and tenant responsibilities. It is not an obligation on the Association to carry out repairs designated as rechargeable.

1.5 Consequently only where we consider it essential to do so, that is, on the grounds of Health and Safety, for breach of tenancy, or to protect our property from significant damage, will the Association carry out rechargeable work in tenanted property i.e. on behalf of a tenant. Appendix 1 sets out work that fall into this category.

1.7 Section 6 sets out our criteria for carrying out this function for tenants.

1.8 The Scottish Secure Tenancy (SST) gives the Association the right to recharge tenants for the cost of a work where the tenant is in breach of their tenancy, or a repair is the tenant's responsibility.

1.9 Recharge of legal costs is made on the authority of the Court.

1.10 Section 9 sets out payment conditions, for rechargeable repairs that meet our criteria for being carried out, and for any other recoverable costs.

1.11 The Recharge Policy aims to ensure that the Association appropriately, consistently & effectively identifies, records, monitors and recovers these costs.

1.12 The Association will publicise its Recharge Policy through our web site.

2.0 RISK ASSESSMENT

2.1 There are a number of risks to the Association that should be considered:

- that we instruct and pay for rechargeable works for which no recovery is made
- that we incur an increasing volume of 'no access' or legal costs

2.2 There is a risk that more time and expense is incurred recovering debt than the value of the debt itself, particularly in relation to former tenants.

2.3 To minimise this we carry out the minimum volume of rechargeable repairs and where possible payment is made in advance of the work being carried out. See also our **No Access Policy**.

3.0 OBJECTIVES

3.1 The objectives of the Recharge Policy are:

- To minimise loss of income by recovering the cost of rechargeable items from current and former tenants.
- To promote an equitable service by ensuring that tenants who incur charges are held responsible.
- To have systems and procedures in place, which ensure the recharge process is carried out efficiently, effectively and economically for both Association and tenant
- To give clear guidance on criteria for carrying out rechargeable repairs

4.0 EQUAL OPPORTUNITIES

4.1 In applying the Recharge Policy, we will ensure the equality of opportunity and treatment of all of our customers without discrimination or prejudice. At all times Paisley Housing Association will therefore consider all customers, regardless of sex, faith or religion, race, ethnic origin, sexual orientation, mental or physical health, disability or marital status.

4.2 For Rechargeable Repairs we do not differentiate between tenancies at policy level. However we have compiled a procedure for staff for the pursuit of Rechargeable Debts and have indicated the circumstances where we consider it to be inappropriate to pursue the recharge.

4.3 Should a customer request it, the policy will be made available in large print, on tape, or in other language formats.

5.0 RESPONSIBILITIES

5.1 To ensure the Recharge Policy is applied consistently and to ensure we provide a quality service for our customers the Association's staff and Board have clearly defined areas of responsibility.

The Technical Clerical Officer will be responsible for:

- Advising tenants who call the direct repair line or report a repair in person whether the repair is rechargeable and discussing what happens next
- Referring complex cases to the Technical Officer
- Logging rechargeable repairs, arranging appointments, raising works orders & liaising with contractors
- Dealing with advance payments prior to work see 7.6
- Issuing the recharge invoice and letter 1 to tenants
- Updating the EXCEL rechargeable repair spread sheet (pending implementation of our new management system)

The Technical Officers will be responsible for:

- Determining action on complex cases
- Referring cases where discretion may be required to the Technical and Assistant Housing Managers for decision
- Determining whether a Health and Safety risk exists which requires a rechargeable repair
- Identifying rechargeable repairs at end of tenancy/void inspections
- Inspecting the standard of 'rechargeable' work carried out by the tenant
- Initiating insurance claims for criminal damage
- Checking circumstances prior to authorising invoices and coding these as rechargeable
- Instructing the issue of letter one and update of recharge spreadsheet
- Dealing with tenant /former tenant queries regarding recharge invoices issued

The Technical Manager is responsible for:

- Exercising discretion jointly with Assistant Housing Manager on not recharging
- Monitoring the outcome of the policy
- Reviewing Policy and procedures

The Finance Assistant will be responsible for:

- Raising recharge invoices for the Technical Officer
- Entering new recharges onto the EXCEL recharge spread sheet(pending implementation of our new management system)

- Logging payments made onto the EXCEL recharge spread sheet(pending implementation of our new management system)

The Assistant Housing Manager will be responsible for:

- Monitoring recovery
- Implementing procedures for recovery
- Write offs

Clerical Officer will be responsible for

- Agreeing repayment arrangements
- The pursuit of rechargeable debts
- Dealing with balance queries
- Taking any payments of debt made at Reception

The Board is responsible for:

- Approving Policy
- Exercising control over the activities of the Association

5.2 Staff should refer to the Recharge Procedure Notes.

6.0 RECHARGE CATEGORIES- Rechargeable Repairs

6.1 Rechargeable repairs are repairs that are caused by damage to fixtures and fittings internally or externally by a tenant, a member of the tenant's household or any visitor to the tenant's property that cannot be attributed to normal wear and tear through the duration of their tenancy. If the tenant fails to carry out one of these repairs, a recharge will apply if the Association decides to carry out the work. See 6.7 regarding police action.

6.2 The tenant should first be given the opportunity to rectify the situation. Information will be given to older tenants about the Care and Repair Service which operates in this area and may be able to assist tenants (of 65 years and over) with some small repairs.

6.3 All requests for a repair that are considered rechargeable by Technical staff will be discussed with the tenant at their initial point of contact.

6.4 Emergencies

6.4.1 The Association 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.

6.4.2 When an emergency 'rechargeable repair' is reported to PHA during office hours, 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.

6.4.3 The approximate cost of the rechargeable repair will be notified to the tenant and the tenant will be given the opportunity to rectify the fault using their own contractor if they wish. However this 'making safe' repair must be **completed** by the tenant's contractor within 4 hours, otherwise the Association will intervene in order to keep to our 6 hour target timescale.

6.4.4 The Association shall not delay rechargeable repairs if any delay is likely to cause consequential damage to property. However in the case of forced entry by a tenant or on behalf of a tenant by a third party, excluding raids by the police- see 6.7, the Association shall not be responsible for the security of that property until the tenant has agreed to make any appropriate recharges.

6.4.5 Where the Out of Hours service is contacted with an emergency (as defined by our **Maintenance Policy**) by a tenant, the contractor will 'make safe'. This may mean that the contractor will have carried out, what after investigation by the Association, would have been classed as a rechargeable repair. However it is not expected that the Out of Hours Service will carry out any investigation prior to attendance. The Association will contact the tenant if appropriate once it receives the out of hour's attendance report.

6. 5 Misuse of the Repairs Service

6.5.1 Where tenants misuse the Out of Hours Service, that is, an emergency call out is made for a non emergency repair they will be recharged the call out fee as well as the cost of any works carried out.

6.5.2 Where the Out of Hours Service reports back that the repair was due to tenant damage or negligence, the tenant will be recharged the call out fee as well as the cost of any works carried out.

6.5.3 Where tenants fail to give access to specifically arranged jobs they will be charged the cost of the contractor's time. See our **No Access Policy**.

6.5.4 Tenants who negligently fail to report necessary repairs shall be charged for any consequential damage resulting from the failure to report the repair requirements timeously.

6.6 Deliberate damage or damage due to neglect

6.6.1 Where damage has occurred as a result of deliberate abuse or wilful negligence by the tenant, their family or visitors, the necessary repair work will be rechargeable.

6.6.2 If the customer wishes to undertake the remedial work themselves, they will be given 28 days to do so. The Technical Officer will explain what specification is required. We will inspect any work carried out by the customer to ensure it reaches a satisfactory standard. Where it fails to do so then we reserve the right to recharge for any remedial work we need to carry out.

6.6.3 The Association may become aware of a rechargeable repair only following a report back from a contractor following the completion of a works order e.g. to fix a blockage. In these circumstances as the repair may have already been undertaken the tenant will not have the opportunity to carry out rectification, but will be charged for the work.

6.6.4 Where damage is felt to be malicious we reserve the right to inform the police and to pursue a criminal prosecution and recover our losses.

6.6.5 If property or fittings are damaged as the result of a criminal act by persons out with the household and out with the control of a tenant, and the tenant co-operates fully with the process of reporting the incident to the police, obtaining a crime reference number, and generally assisting the police and officers of our Association investigating the incident then the matter will be referred to the Associations insurers, if appropriate, for the recovery of costs incurred by us.

6.7 Damage caused by the Police following a lawful raid/forced access at the property

6.7.1 Where an arrest is made the cost of making good any damage (e.g. repair or replacement of external doors) will be recharged to the tenant.

6.7.2 Where no arrest is made, the tenant will not be held liable for the cost of making good any damage (e.g. repair or replacement of external doors).

6.8 Accidental Damage

6.8.1 Where accidental damage has occurred to fixtures and fittings, we will take into account the damage caused versus the lifespan of the component before reaching a decision on whether to recharge.

6.8.2 We will also consider the circumstances relating to the damage and the historic information available about previous accidental damage caused by the tenant in the property.

7.0 RECHARGE CATEGORIES- Sundry

7.1 Unauthorised Alterations

7.1.1 Tenants must seek our formal written permission before undertaking any alterations or improvements to their home or garden. We may attach reasonable conditions before granting permission.

7.1.2 A customer can apply for retrospective authorisation which will normally be granted providing the work complies with any regulatory requirements and has been carried out by a competent tradesperson.

7.1.3 Where tenants have carried out unauthorised repairs or any other work, unless there is an immediate Health and Safety Risk, they will be given 28 days to rectify the faults or reinstate to its original condition.

7.1.4 Where the Association has to make good the work or reinstate the property to its previous condition the tenant will be recharged accordingly.

7.1.5 In areas where the Association is carrying out project work it may declare an amnesty on unauthorised alterations and have these removed at no charge to tenants.

7.2 Void Properties and Transfers

7.2.1 Where unauthorised alterations or damage or neglect is identified during the inspection process, the tenant will be advised of the work required to be carried out to bring the property back to our **Letting Standard**, and the timescale to complete this, prior to re inspection. See our **End of Tenancy Procedure**.

7.2.2 In the case of Transfers, the tenant should be given the opportunity to rectify the faults or pay the costs of the remedial works. The Transfer will not be granted until the work has been carried out to a satisfactory standard by the tenant or costs have been paid in full.

7.2.3 In the case of former tenants, where unauthorised alterations or damage or neglect is identified during the void inspection process, it will be rectified prior to re-letting the property and the costs coded as rechargeable.

7.2.4 Where damage is felt to be malicious we reserve the right to inform the police and to pursue a criminal prosecution and recover our losses from the former tenant.

7.3 Mutual Exchanges

7.3.1 Where unauthorised alterations or damage or neglect is identified during the inspection process, the tenant will be advised of the work required to be carried out, and the timescale to complete this, prior to re inspection.

7.3.2 In the case of Mutual Exchanges, the outgoing tenant should be given the opportunity to rectify the faults. However unless there is a Health and Safety reason rechargeable repairs will not be carried out. The Mutual Exchange will not be granted until the work has been carried out to a satisfactory standard by the outgoing tenant or the incoming tenant has been made aware of the faults and his liability for them.

7.4 Gardens and other Estate Management issues

7.4.1 We will identify the need for gardens of tenanted properties to be cleared/maintained through regular estate inspections. Initially Housing Management staff will inform the tenant that it is a condition of their tenancy agreement that their garden be maintained to an 'acceptable level' in accordance with our **Estate Management Standard**. Tenants will be advised that we reserve the right to undertake the work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.

7.4.2 We will identify the need for other estate management work through regular estate inspections e.g. condition of closes. Initially Housing Management staff will inform the tenant (s) that it is a condition of their tenancy agreement that their property be maintained to an 'acceptable level'. Tenants will be advised that we reserve the right to undertake the work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.

7.5 Court Action

7.5.1 If a tenant fails to provide access for a mandatory annual gas safety check to the boiler under our forced access process, and court action is therefore raised, the full cost of the court expenses awarded will be invoiced.

7.5.2 If a tenant fails to adhere to their tenancy agreement and court action is raised, the Association will seek to recover the court expenses from the tenant as per our Legal procedures.

7.6 Advance Payment

7.6.1 Work may on occasion be requested by tenants who are unable to make their own arrangements. This would apply to non emergency or Health & Safety repairs, or work that the Association is not liable for, nor would normally choose to carry out as a rechargeable repair. For example a tenant may wish extra work done at the time of a stage 3 adaptation being carried out.

It is at the Association's discretion whether it would agree to assist in arranging work in these circumstances. However, if we agreed, then work would only be done after a tenant paid the estimated cost, in full, in advance of the works order being raised.

7.7 Factored Owners

7.7.1 The Association will not carry out internal rechargeable repairs on behalf of factored owners. Only common repairs are done for factored owners and these are charged through the factoring process.

7.7.2 From time to time opportunities to participate in Association contracts may be offered to owners. Depending on their nature and scope charging may be required in advance, charged through the factoring process or through a payment arrangement.

8.0 CONTENTS INSURANCE

8.1 The Association's Scottish Secure Tenancy Agreement strongly recommends that tenants take out contents insurance. Our building insurance will not cover any damage to tenant's personal property regardless of the cause of the damage.

8.2 If, for example, a tenant's furniture is damaged by an external leak, they will not receive any compensation for the damage and must make a claim on their own contents insurance unless they can demonstrate that Association has been negligent.

8.3 There are many contents insurance providers on the market e.g. SFHA Diamond and THIS (Tenants Contents). Contents insurance is more commonly known as home insurance. Tenants are advised to compare the prices of different contents insurance providers to arrange for a policy that suits their needs.

8.4 The Post Office and many high street banks also offer contents insurance packages. There are also several price comparison websites on the internet that compare the prices of different providers of contents insurance. Two well known price comparison website are moneysupermarket.com and comparethemarket.com. If a tenant is a Union Member s/he may find that it has negotiated a deal on contents insurance for its members.

8.5 Tenants are advised to contact any member of staff if they are in any way unsure of why they should arrange for contents insurance.

9.0 DISCRETION

9.1 At the Association's discretion we may require a tenant to pay partially or fully before we instruct rechargeable repairs to be carried out. Such circumstances may apply where tenants have previously failed to make timeous repayments with respect to monies they owe the Association, or where the Association has grounds to believe repayments will not be made. This must be balanced with the risk to the property.

9.2 In certain circumstances it may be deemed inappropriate to pursue the raising of, or the non-payment of, a recharge. This discretion may be exercised by the joint decision of the Technical Manager & Assistant Housing Manager. Decisions on recharging should be consistent.

9.3 Where the decision is taken not to recharge, a record should be kept and logged in order to provide an accurate audit trail of the decision made. In addition the Technical Manager & Assistant Housing Manager, with advice from other staff as required, must decide on what action should be taken to prevent a further incident.

9.4 There may be occasions in which a staff member is related to the tenant, in such circumstances the recharges will be handled by another officer.

10.0 REPAYMENT OF RECHARGE COSTS

10.1 Before an invoice is coded as a recharge and passed to Finance, **all** individual charges

- for repairs should be checked by the Technical Officer to ensure that they are reasonable and accurate
- for court expenses should be checked by the Rents Housing Officer
- for estate management should be checked by the Estates Assistant

10.2 Charges for 'rechargeable' items identified on the initial works order and notified to the tenant should normally stand, but an invoice may for example also contain associated charges for jobs not specified on the original schedule. The Technical Officer must always consider whether it is reasonable to recharge these costs.

10.3 Payment for rechargeable repairs will always be sought in full. However, payments may be made in instalments if a tenant is unable to pay the total amount in one payment. The agreement to pay the debt will be over a 12 month period.

10.4 We will check to see if the customer owes other debts to us. Where this is the case, debts will be prioritised and efforts to collect them will be co-ordinated. In these circumstances Housing Management staff has discretion to adjust the above instalment level for the repayment of rechargeable repairs.

10.5 The repayment of rent and service charge arrears will take priority over the collection of recharges. See **Procedure for prevention and recovery of rent arrears**.

10.6 We will ensure that customers with multiple debts to Paisley HA have one point of contact where they can check and arrange repayment of all the sums they owe.

10.7 We will send reminders in formats that meet the needs of the customer: for example, phone, text, email or large print.

10.8 The detailed criteria for collecting all the debts of former residents, including recharges, is set out in the **Former tenant debts procedure**.

10.9 If a tenant owes money to the Association, then this will be deducted from any payment due to be paid to him e.g. decoration allowances, or will be deducted before the return of any credit on an account.

10.10 Any credits/payments will be credited to service charges first then rent arrears, then any other debt, recharges.

10.11 Housing Management carry out a check on accounts annually. Accounts are also checked prior to transfers or ends of tenancies.

10.12 If a debt is not pursued within 5 years, it cannot subsequently be pursued.

11.0 COMPLAINTS

11.1 The Association aims to ensure that the service provided to residents is of the highest quality. If this is not the case, a **Complaints Policy and Procedure** is in place to allow all residents or affected parties to state their grievance. The Scottish Public Services Ombudsman is the final stage of this process.

12.0 REVIEW

12.1 This Policy will be reviewed five years from the date of approval.

12.2 Consideration will be given to any changes in legislation, good practice or operational changes which may affect the content.

Appendix 1

List of types of Rechargeable repairs that the Association will carry out for Emergency/Health and Safety reasons. This is not exhaustive.

Making access for lost keys
Secure damaged front or rear flat or house door
Replace insecure front or rear flat or house door damaged beyond repair
Board up smashed windows
Reglaze window
Replacing broken WC or cistern
Replacing broken wash hand basin
Repair/replace bath
Unblocking WC
Clear blocked drain (outside property)
Replace internal fire door

Breach of Tenancy Recharge examples. This is not exhaustive.

One off garden maintenance prior to being added to the service
One off close cleaning
One off common area cleaning or clearing of items
One off individual garden clearance

See **Abandonment Policy** for charges regarding removal and storage of items from inside properties.