

## RECHARGEABLE REPAIRS POLICY

### INTRODUCTION

#### Aim

The aim of the Policy is to minimise circumstances where tenants have to be recharged for repairs but apply charges where Ayrshire Housing have incurred costs which are the responsibility of the tenant.

#### Rechargeable Repairs

On identification of a rechargeable repair, clear and consistent information and advice will be provided to the tenant. This will involve explaining to tenants their repair responsibilities, with particular reference to Section 5 of Ayrshire Housing's Scottish Secure Tenancy Agreement.

Tenants will be made aware of a potential recharge at the earliest opportunity.

Ayrshire Housing 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 lettable standard prior to termination or transfer to an alternative property.

Ayrshire Housing 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;
- Where a repair becomes necessary as a result of the Police forcing access to a property, this will generally be recharged to the tenant, unless there are extenuating circumstances, e.g. where serious concerns have been raised for the tenant's wellbeing and forced access has been deemed necessary by the Police and other concerned parties, to determine whether the tenant is safe and sound;
- Repairs which become necessary as a result of Police actions in the execution of an arrest or search warrant will be recharged to the tenant. The recharge will apply irrespective of the outcome of the forced entry and whether the tenant is charged with any crime. In such cases, where the tenant is unable to meet the upfront costs

of expensive repairs or replacements, the association will ensure our obligations as landlord are met by carrying out any essential repairs needed to make the property wind and watertight, and safe and secure. However, non-essential repairs or replacements need not be carried out until the tenant is in a position to cover these costs;

- Repairs carried out to common areas for which owners share a responsibility under the terms of the titles to the property;
- When a tenant fails to give access for repairs, where a firm arrangement has been made, and the association incurs a cost;
- Where a tenant persistently fails to give reasonable access and the association requires to force entry to carry out statutory works such as an annual gas service, this will be rechargeable. Recharges would only apply where the tenant had been given reasonable opportunity to provide access and advised of the association's legal right to force entry and of the impending charges for which they would become liable.

### **Identification of Rechargeable Repairs**

Rechargeable repairs can be identified as a result of:

- (a) Pre termination inspections;
- (b) Void inspections;
- (c) Stock condition surveys;
- (d) During routine visits by a Housing or Maintenance Officer;
- (e) Post completion – recoverable repair completed out of hours or when the office is closed;
- (f) Abortive visits – no access to emergency call out by tenant;
- (g) Call-outs by tenant for non-emergency repair.

### **Examples of Rechargeable Repairs**

Rechargeable Repairs may include:

- Forced entry as a result of lost or stolen keys;
- Damage to doors or locks as a result of lost or stolen keys;
- Electrical faults caused by faulty appliances;
- Any damage to fixtures or fittings caused by the tenant, their family or visitors to the home;
- Broken glass or other damage where the tenant cannot provide a Police incident report;
- Failure to clear the home of all items when terminating the tenancy;
- The cost of abortive/no access visits where an access arrangement has been confirmed or adequate notice provided.

This list is not exhaustive and recharges will be applied to all repairs considered to be the responsibility of the tenant including damage caused by neglect or misuse.

2

## **Discretion to Recharge**

Ayrshire Housing recognises that recharging the cost of repairs to tenants may not always be appropriate. Accordingly, discretion is delegated to the Technical Services Manager and the Head of Housing Services to determine if a recharge should be applied and the full cost levied.

Factors to be considered when deciding whether to waive/review the level of recharge will include, but will not necessarily be restricted to the following:

- Existing debts with Ayrshire Housing;
- Income level;
- Prospect of recovery;
- Previous history of recharges;
- Avoidance of hardship;
- Understanding of responsibilities due to age, health or disability of the tenant.

If the Technical Services Manager or the Head of Housing Services exercises discretion to waive the recharge, the reason for the decision will be recorded on SDM.

## **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.

Recharges will be recovered from any monies due to the tenant in respect of any refunds which include any credit on rent account or payment due to tenant for improvements to their property.

The presence of recharges may be used by the association as a reason for refusal for transfer until the works are complete and recharges are cleared.

Rechargeable repair debts may be written off in accordance with Ayrshire Housing's Write-Off policy e.g. in situations where the debt is owed by a Former Tenant who is unable to be traced or where the level of debt is uneconomic to pursue.

## **Equalities and Human Rights**

Ayrshire Housing is committed to equal and fair treatment of all sections of the community. Accordingly, no person will be discriminated against during the implementation of this Policy on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. In delivering this Policy, Ayrshire Housing's staff will comply fully with the requirements of the association's Equalities and Human Rights Policy.

## **Complaints**

Any individual who is dissatisfied with the service experienced should be encouraged to provide feedback. Complaints regarding the implementation of this Policy will initially be

3

Approved: Approved at Board Meeting in March 2018  
Review: February 2021 (approved at Board Meeting)  
Current To: February 2024

dealt with by the Technical Services Manager in accordance with the association's corporate Customer Complaints Policy and associated procedures.