

OPS032 - Rechargeable Repairs Policy

MONITORING FORM	
Department	Operations
Department Director	Operations
This policy is applicable to	Housing Management/Yard
Author	Housing Manager
Original Version approved by & date	Operations Director
Date of last review	December 2018
Version number	V5
Date of modification	October 2019
Period of Review	3 years
Date of next review	October 2022
Internal /external consultees (if required)	Housing Management

1. INTRODUCTION (AIM)

Weslo Housing Management has a statutory duty to carry out repairs and maintenance to its housing stock. However should repairs be required which are not due to reasonable use of the property or normal wear and tear we will seek to recharge the tenant / former tenant for the cost of the repair.

The overall aim of this Policy is to contribute to the efficient and effective maintenance of Weslo's housing stock and to ensure that expenditure is managed effectively.

Weslo is referred to generally as "we" throughout this document.

2. SCOPE

This policy specifically relates to all tenants of Weslo Housing Management and describes the activities and responsibilities involved in carrying out repairs in circumstances where:

- the repair is the responsibility of the tenant;
- the damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property. This will result in the tenant being recharged for the repair; and/or
- the repair is required when moving out of a house to bring it up to an acceptable standard, following termination of the tenancy.

3. LEGAL FRAMEWORK

We will comply with all relevant statutory legislation, current applicable Regulations and good practice, including:

- The Housing (Scotland) Act 1987, 2001, 2010 & 2014; and
- The Scottish Social Housing Charter.

Section 5 of the Scottish Secure Tenancy agreement defines the roles and responsibilities of Weslo HM as landlord and those of our tenants in relation to repairs responsibility.

4. OBJECTIVES AND POLICY PRINCIPLES

The specific objectives of this policy are to:

- give clear guidance of the circumstances on which we will recharge;
- give clear guidance of the circumstances where we will exercise discretion;
- inform tenants of payment arrangements;
- inform tenants that we will take action and the action we will take if payment is not made;
- monitor the performance of rechargeable repairs in order to seek continuous improvement and mitigate risk to the business; and
- provide clear guidance on Write-Offs in relation to rechargeable repairs.

The principles underlining this policy are to:

- deliver a repair service that is fair, equitable and transparent; and
- ensure that existing housing is maintained to an acceptable standard.

5. CIRCUMSTANCES FOR RECHARGING

5.1 Tenant responsibilities

We are responsible for repairing and maintaining the structure and property and any fixtures and fittings provided by us. To ensure that tenants are fully aware of their repair responsibility we inform them when they sign a Scottish Secure Tenancy Agreement or a Short Scottish Secure Tenancy Agreement. At this point we advise new tenants that we will recharge them in full for any repairs which we carry out that are their responsibility. There are two exceptions to this rule which are dealt with in section 7 below.

Examples of rechargeable repairs may include:

- Wilful damage - e.g. replace smashed door, lock changes for persistent abusers;
- Neglect - e.g. clear blocked sink, drain or bath;
- Accidental damage – e.g. damage to sanitary ware, pipework, electrical fittings;
- Abuse - e.g. replace smashed glass, where the glass has been smashed by the tenant, family member or visitor to the property

5.2 Void Properties

When a tenant gives notice to terminate their tenancy we will arrange an appointment with the tenant(s) in accordance with our Termination and Void Management Policy to carry out a pre-termination inspection of the property. This inspection will identify any aspects of disrepair, which are the responsibility of the tenant(s). The tenant(s) will then have the opportunity to rectify any repairs for which they are responsible prior to the end of the tenancy. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge will be raised for the cost of the works.

In the event that the tenant(s) fail to provide access to carry out a pre-termination inspection we will determine any rechargeable repairs during the void property inspection.

5.3 Out of Hours Emergency Service (Standby)

We provide an emergency out of ours repair service. This should only be used by tenants if there is an immediate risk or danger to the property or person. We consider repairs as emergencies if they:

- are necessary to avoid danger or risk to the health of the occupants; and/or
- could cause serious damage to the property.

Examples of rechargeable Out of Hours Emergency Repairs are:

- total loss of power resulting from faulty appliance/no credit in meter;
- board up doors or windows, resulting from tenant/family member/visitor causing damage;
- force entry due to loss of keys
- no heating or hot water resulting from no credit in meter/wilful damage to radiators

Repairs reported to our 'Out of Hours Emergency' repairs service that are not deemed to fit the criteria for this service will be recharged.

5.4 Insurance Claims

In the event that a property is subject to major works that results in a claim being initiated with our insurers, we reserve the right to recharge the tenant(s) the full cost of any works and administrative costs not covered by our insurers if the incident was as a direct result of their actions.

5.5 Alterations and Improvements

When a tenant has carried out an alteration and improvement to the property we will recharge if the;

- alteration and improvement has been completed without our written permission;
- alteration and improvement has been completed but is not to an acceptable standard. This will occur when a tenant has not asked for permission;
- alteration and improvement does not comply with the regulatory standards, i.e. planning, electrical and gas safety; and/or
- alteration and improvement does not have the appropriate building warrants or planning permission. This will occur when a tenant has not asked for permission.

Before we consider any recharge we will give the tenant every opportunity to bring the alteration and improvement up to the required standard.

6. ESTABLISHING RESPONSIBILITY

When we have established that a repair is the tenant's responsibility, due to carrying out an alteration, we will advise the tenant(s) in writing of the total cost of the repair.

When a rechargeable repair is inspected and it has not been completed or, if it does not meet our standard, we will complete the repair and recharge the tenant the full cost of the repair.

7. DISCRETIONARY CIRCUMSTANCES

We have determined that there may be instances where we will not recharge the tenant(s). These are as follows:

- Where damage is the result of vandalism, provided that it has been reported to the police and a crime reference number has been obtained; and
- Where damage was as a result of a violent incident towards the tenant or a member of the tenants family who resides in the property. The incident has been reported to the police and a crime reference number has been obtained.

8. RECHARGE PAYMENTS

We recognise that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. In such circumstances we will negotiate and agree a formal, reasonable and affordable repayment plan with the tenant(s).

In the event that a tenant fails to settle an invoice or defaults on any agreed instalment arrangement failing to agree a further arrangement, we will seek to recover the full cost of the debt in accordance with our Debt Recovery Policy.

9. REQUEST FOR REVIEW

Current and former tenants have the right to request a review of the decision to recharge.

10. WRITE-OFFS

It is good practice to consider writing off unpaid rechargeable repairs on a regular basis.

11. EQUALITY & DIVERSITY

This Policy will always be carried out in accordance with Weslo's Policy of Equality & Diversity which aims to promote diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

We have carried out an Equality Impact Assessment and identified actions which have been incorporated into the Rechargeable Repairs procedure.

12. PUBLICISING AND AVAILABILITY

This policy is available on the Weslo website, to Board and staff members and any other key stakeholders. Copies are available free of charge. A summary of this policy can be made available in other formats and languages.

13. RISK MANAGEMENT

We recognise that raising rechargeable repairs is a landlord responsibility. We will therefore seek to mitigate against business risk through managing our level of rechargeable repairs and write-offs in an efficient, effective and economic manner.

14. MONITORING AND REPORTING

We will review the Rechargeable Repairs Policy every three years or sooner when statutory, regulatory, best practice requirements or changes within the business dictate.

15. COMPLAINTS (if applicable within the Policy)

Anyone wishing to make a formal complaint about the services provided by the organisation should do so as per our complaints procedure.

16. OTHER RELEVANT POLICIES and PROCEDURES

This policy relates to:

- Corporate Plan
- Business Plan
- Financial Regulations
- Debt Recovery Policy
- Allocations Policy
- Repairs & Maintenance Policy
- Termination and Void Management Policy
- Equality and Diversity Policy