



**Loreburn Group**

# **Rechargeable Repairs Policy**

<b>Policy</b>	Rechargeable Repairs Policy					
<b>Version reference</b>	2					
<b>Approved by</b>	MC		LET	X	MT	
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<b>Policy champion</b>	Head of Finance					

## Table of Contents

1	Purpose of this Policy .....	2
2	Aims of This Policy .....	2
3	Willful damage, neglect and vandalism .....	3
4	Accidental Damage .....	3
5	Tenants' Repairs Responsibility .....	4
6	Void Management & Rechargeable Repairs .....	5
7	Missed Appointments and Legal Actions .....	6
8	Income Maximisation.....	6
9	Appealing a Decision to Recharge for a Repair .....	7
10	Related Policies, Procedures and Documents.....	7
11	Legislative Background .....	7
12	Complaints .....	8
13	Responsibilities Chart.....	8
14	Policy Review.....	11



# 1 Purpose of this Policy

This Policy sets out the reasons and circumstances in which the Association would seek to recover the cost of repairs from its tenants.

- 1.1 The Association is committed to maintaining properties to a high standard and manage tenancies efficiently and, in a cost-effective manner by balancing rights and responsibilities of tenants.
- 1.2 The Association has a right to recharge tenants for any repairs where the nature of the works or the Tenancy Agreement identify them as tenant's responsibility.
- 1.3 The purpose of this policy is to set out in what instances the Association will recharge its tenants for the cost incurred by the Association due to:
  - Tenant's willful damage, neglect, or vandalism
  - Loreburn carrying out a repair that is the tenant's responsibility, as defined in the Tenancy Agreement and the Tenant Handbook
  - Loreburn carrying out works at the end of a tenancy to bring the property back to Loreburn's lettable standards that were the tenant's responsibility
  - Missed appointments for external contractors
  - Legal action fees & other associated fees
  - Alterations and improvement carried out by the tenant
- 1.4 The Association has the ability to exercise discretion in certain cases, however this discretion will be reliant on the relevant Officers considering the circumstances and contributory factors leading to the damage caused.
- 1.5 This policy aims to be fair and consistent in its approach. This policy also aims to minimise loss to the Association through cases of tenants' neglect or vandalism, this includes household members and visitors to the tenant's property in order to ensure effective management of Association's financial resources.

# 2 Aims of This Policy

- 2.1 To establish and maintain a consistent & transparent approach to recharging tenants for work which they are responsible whilst ensuring that the process is operationally efficient and effective.



- 2.2 To promote and encourage tenants to take responsibility for their property and living environment, by ensuring they are aware of their responsibilities and obligations.
- 2.3 To ensure that the association is able to recover the cost of carrying out additional repairs, in order to ensure the long-term sustainability of the association and its properties.

### 3 Willful damage, neglect and vandalism

- 3.1 The tenant will be liable for the cost of repair and decanting resulting from damage due to neglect or deliberate act of vandalism
- 3.2 Loreburn defines willful neglect as intentional, or reckless actions that cause unnecessary damage to a property. This can be a tenant, resident or someone visiting the tenant's home.
- 3.3 In these situations, if the repair is required to ensure the property meets our legal obligations and the tenant is unable to carry out the necessary repair work themselves, the Association will carry out the repair and recharge the tenant for the cost of the work without requiring approval or consent.
- 3.4 Example of willful neglect include but are not limited to;
  - Replacing broken windows (Exemptions to this recharge may include damage supported by a Crime Reference Number or where there is suspicion of Domestic Abuse).
  - Changing locks where a tenant is locked out of their property through no fault of Loreburn.
  - Replacing doors due to forced entry by Police Scotland in the execution of a warrant.
  - Cost of forced access by the Association to carry out legally required tenancy management or repair and maintenance works (i.e. annual gas servicing).
  - Cost of repair or replacement of tampered or damaged fire safety equipment
- 3.5 In addition, Loreburn reserves the right to recharge reasonable cost associated with a fire if the fire report indicates the incident was caused by the tenant's negligence, including but not limited to, leaving items on cooking surfaces that could catch fire or leaving hot pans unattended.

### 4 Accidental Damage

- 4.1 The tenant will be liable for the cost of repair resulting from damage due to accident.
- 4.2 In these situations, if the repair is required to ensure the property meets our legal obligations and the tenant is unable to carry out the necessary repair work themselves, the Association will carry out the repair and recharge the tenant for the cost of the work without requiring approval or consent.



- 4.3 Loreburn defines an accidental damage as a sudden and unexpected damage to your property caused by a tenant, resident or someone visiting the tenant's home.
- 4.4 Examples of accidental damage include, but are not limited to:
- A child kicking a ball through a window
  - Moving furniture and accidentally marking the wall.

## 5 Tenants' Repairs Responsibility

- 5.1 The tenant is responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, the tenant is not responsible for carrying out repairs which are due to fair wear and tear.
- 5.2 Loreburn defines routine wear and tear as gradual damage that you would expect to see in a property over time. In considering what is wear and tear the age of the component or fixture should be considered as well as the occupants of the property. If in doubt consult with In House Repairs Team Manager or Technical Officers. In case of dispute between the officers, Director of Finance should be consulted to make a final decision.
- 5.3 Examples of wear and tear include, but are not limited to;
- Scuff marks on the wall or floor, loose handles on doors in a house with young children would be reasonable wear and tear.
  - Broken kitchen drawers or cupboards or cracked tiles in a kitchen or bathroom that is reaching the end of its lifecycle and is due for replacement.
- 5.4 The tenant shall be responsible for carrying out any works or repairs for which they are liable by virtue of their duty to use the premises in a proper manner. Including, but not limited to:
- Internal decoration
  - Minor plaster cracks/holes and patches
  - Lost or broken keys
  - Light bulbs and florescent tubes
  - Plugs and chains to sinks and baths
- 5.5 The tenant is responsible for keeping the premises in good and clean condition and in reasonable decorative order and shall keep it and any garage, shed or other structure, which is part of the premises, in reasonable condition.
- 5.6 The tenant will be responsible for taking reasonable steps to prevent frost damage to pipes.



- 5.7 The tenant will be responsible for the cost of remedying any act that might cause blockage to drains and/or sewers, or might cause fire damage to the premises.
- 5.8 Loreburn Housing Association will wherever possible clearly identify to a tenant reporting a repair, whether or not it considers the repair to be the tenant's responsibility. The cost of this repair will be discussed in full with the tenant prior to instructing works.
- 5.9 In some instances where a tenant fails to carry out a repair for which they are responsible, Loreburn Housing Association may instruct the repair to be carried out and seek to recover the full cost from the tenant.
- 5.10 The tenant will be responsible for the cost of out of hours call out made for non-emergency repairs. This includes emergency call outs when a pre-paid meter has run out of credit, or where the tenant's electrical appliances have caused the system to trip.

### Alterations and Improvements

- 5.11 Where the tenant wishes to carry out any alterations or improvement to their home written permission for the proposed works must be sought from Loreburn Housing Association, as outlined in the tenancy agreement, and in line with Alterations and Improvements Policy.
- 5.12 The tenant will be liable for the cost of re-instatement of unauthorised alteration.
- 5.13 If the alterations & improvements carried out are not of an acceptable standard as outline in Alterations & Improvements Policy, the Association will rectify the work to ensure health and safety of residents and the property. The tenant will be liable for the cost of the remedying works.
- 5.14 At the end of tenancy, any item altered or improved must be left intact or reinstated to its original condition. The cost of any reinstatement works will be recharged to the tenant should the alteration not meet the lettable standard as defined within the Void Management Policy. This will be discussed with the tenant prior to their departure from the tenancy.

## **6 Void Management & Rechargeable Repairs**

- 6.1 Loreburn HA recognises that minor repair work will be required at the time of tenancy change when a property becomes void. Prior to this, as part of the pre-term examination advice visit, there will be clarity given to the outgoing tenant what is expected of them and what recharges may be applied to them should they not complete the work requested of them. Routine wear and tear will not be recharged to the outgoing tenant.



- 6.2 Willful neglect, or deliberate damage will be rechargeable. For clarity, this is damage caused by a specific act or omission which has led to a component part of the property being significantly damaged and requiring replacement or repair.
- 6.3 Every effort will be made to reach agreement on the works required and costs to be recharged. At all times recharges should be kept to a minimum and recognition given to the ability and resources required to recover the recharge.
- 6.4 There will be tenancies that terminate where significant remedial work is required, for example abandoned properties or evictions. Where willful damage is suspected all costs should be calculated and noted for future reference and recovery if appropriate and realistic.

## 7 Missed Appointments and Legal Actions

- 7.1 Loreburn has certain statutory duties around property maintenance that it must adhere to, including not only ensuring the properties are well-maintained, but also undertaking gas safety checks & electrical inspections.
- 7.2 When a contractor calls at a pre-arranged time and date to carry out a repair/inspection and there is no-one at home to give access this can cause a loss to the organisation. The cost incurred by the organisation will be recharged to the tenant.
- 7.3 Repair/inspection appointments are arranged to suit tenant requirements, and they can be rearranged in advance if they do not suit. Therefore, unless there are unusual mitigating circumstances the Association will charge for any costs for missed appointments that are passed on from the contractor.
- 7.4 Where legal and tenancy enforcement action is required to gain access to tenant's home to undertake mandatory repair or inspection, legal access will be sought, and all arising cost of any enforcement actions will be recharged to the tenant.

## 8 Income Maximisation

- 8.1 Loreburn H A will ensure that, where possible, rechargeable repairs are paid for in advance however if payment is not received either in advance or on completion of the works the income maximisation policy will be applied. Recovery action will be instigated.
- 8.2 Where the debt is uneconomic to pursue or there is no prospect of recovery, the debt will be written off in accordance with the Write-off Policy as set out in the Income Maximisation Policy.





- 8.3 In cases where a write-off has occurred, the information will remain on the ICT system and could be reinstated for recovery should the tenant be located or re-apply for housing at a later date.

## 9 Appealing a Decision to Recharge for a Repair

- 9.1 All decisions made to recharge for a repair, either within an occupied property for an existing tenant, or as part of the void management process for an outgoing tenant will be subject to appeal.
- 9.2 Appeals can be accepted either verbally or in writing no later than 15 working days from the receipt of the decision to recharge for repair and should be directed toward the Head of Repairs and Maintenance, Housing or Asset Management.
- 9.3 The circumstances of the appeal and the recharge will be investigated, and the outcome of that appeal will be notified to the tenant within 7 working days.

## 10 Related Policies, Procedures and Documents

- 10.1 This Policy should be read in conjunction with the following LHA policies and procedures:

- Reactive Repairs Policy
- Void Property Management Policy
- Gas Safety Policy
- Alterations & Improvements Policy
- Tenancy Sustainment Policy
- Factoring Policy
- Income Maximisation Policy
- Domestic Abuse Policy

## 11 Legislative Background

- 11.1 In preparation for this Policy, we have taken account of:

- Housing (Scotland) Act 2014
- Housing Scotland Act 2001
- The General Data Protection Regulations
- The Equalities Act 2010
- The Scottish Secure Tenants (Compensation for Improvements) Regulations
- The Scottish Secure Tenants (Right to Repair) Regulations 2002
- Scottish Housing Quality Standards 2015



- Energy Efficiency Standard in Social Housing
- Scottish Secure Tenancy Agreement and Short SSTA
- Occupancy Agreement

## 12 Complaints

- 12.1 Loreburn has a commitment to valuing complaints and ensures the organisation benefits from feedback to identify areas for change or improvement.
- 12.2 Loreburn has a Complaints Policy which ensures there are robust and effective procedures in place for complaints to be properly managed and acted upon.
- 12.3 Anyone dissatisfied with the outcome of their complaint having exhausted Loreburn's complaints procedure has the right to refer the matter to the Scottish Public Services Ombudsman.

## 13 Responsibilities Chart

- 13.1 The chart below illustrates the responsibilities of all staff pertaining to this Policy:



Responsibilities	CEO/ MC	LET	MT	Team Managers	All Staff
To set the policy and direction with regards to income maximisation	✓				
To set performance indicators and collection rates		✓			
Day to day operation of the policy and actions				✓	
Managing the collection of rent arrears, FTA and rechargeable repairs			✓		
Ensure the approach meets the requirements of the SHR Charter	✓				
Policy Champion			✓		
Ensure Loreburn H A offer a range of easily accessible payment methods			✓		
Ensure effective and clear communication with customers			✓		
Ensure LHA adopt a Rent Arrears recovery process based on a staged and preventative approach		✓			
Ensure NOPs are saved appropriately and in line with Pre-Action Requirements				✓	

Ensure Court Action is sought when all other means of recovery and exhausted				✓	
Ensure appropriate outcomes are sought when cases call at Court				✓	
Approve enforcement of the Decree when appropriate		✓			
Ensure arrears are cleared before tenancies are terminated and ensure that, where possible, forwarding addresses are known for all customers				✓	
Authorise write off uncollectable arrears up to £5,000		✓			
Authorise write off uncollectable arrears over £5000	✓				
Complete write off procedure				✓	
Working with P & C arrange appropriate training			✓		
Ensure performance targets are achieved			✓		
Ensure complaints feedback is used to improve service			✓		
Ensure policy is reviewed annually or as necessary			✓		



Ensure E & D guidance is adhered to		✓			
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## 14 Policy Review

- 14.1 The Policy Champion is the Head of Finance & Procurement.
- 14.2 The Policy Champion is responsible for the policy review and completing the Health & Safety and Equality, Diversity & Inclusion assessment checklist.
- 14.3 This Policy will be reviewed every three years or sooner as required due to legislative or substantive change.