



# Tenant Recharge Policy

Approved: August 2024

Review: August 2029

If you have difficulty with sight, or if you require a translated copy of this policy, we would be pleased to provide the information in a form that suits your needs.

- 1.1 This policy describes Govanhill Housing Association's (GhHA) approach to dealing with situations where Tenants will be recharged for costs incurred by the Association, Owner recharges are dealt with via Factoring. By clearly stating the elements that will be recharged, we can ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice, and internal policy.
- 1.2 In appropriate circumstances, GhHA will seek to recover the cost of repairs and appropriate administrative costs from tenants and others.
- 1.3 GhHA's position on rechargeable repairs is to seek to minimise the circumstances where tenants must be recharged for repairs, but to also apply charges where the Association has incurred significant costs which are the responsibility of the tenant.
- 1.4 Whilst this Policy sets out to explain GhHA approach to rechargeable repairs it must do so in the context of legal and regulatory requirements. Therefore, the following relevant legislation has been considered in the development of this Policy:
- The Housing (Scotland) Act 1987 and amended in 2001 and 2010.
  - The Housing (Scotland) Act 2014
- In addition, we have considered:
- General Data Protection Regulations
  - Equality & Diversity Act 2010
  - Matrimonial Homes (Family Protection) (Scotland) Act 1981
  - The Adults with Incapacity (Scotland) Act 2000
  - Scottish Secure Tenancy and Short Scottish Secure Tenancy Agreement
  - The Scottish Social Housing Charter updated November 2022

## 1.5 **Regulatory Guidance**

The Housing (Scotland) Act 2010 asks Ministers to consult on and then set the outcomes that social landlords should achieve. The Scottish Social Housing Charter will be the document which contains these outcomes.

In formulating this policy, the following Charter outcomes have been taken into consideration:

**1: Equalities** - Social landlords perform all aspects of their housing services so that:

- they support the right to adequate housing

- every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

**2: Communication** - Social landlords manage their businesses so that:

- tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

**3: Participation** - Social landlords manage their businesses so that:

- tenants and other customers are offered a range of opportunities that make it easy for them to participate in, and influence their landlord's decisions at a level they feel comfortable with.

**4: Quality of Housing** - Social landlords manage their businesses so that:

- tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy; and meet the relevant Energy Efficiency and Zero Emission Heat Standard.

**5: Repairs, Maintenance and Improvements** - Social landlords manage their businesses so that:

- tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

**11: Tenancy sustainment** - Social landlords ensure that:

- tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

**13: Value for Money** - Social landlords manage all aspects of their businesses so that:

- tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

## 2.0 AIMS

2.1 GhHA aims to ensure that appropriate action is implemented at the earliest opportunity where it is anticipated that there is a recharge required.

GhHA will seek to minimise the requirement to issue tenant rechargeable repair accounts by:

- Not charging where damage is caused by fair wear and tear.

- Not charging where damage is caused by vandalism - provided that the damage has been reported to the Association and to the Police and a crime reference number obtained and provided by the tenant to the Association's Maintenance staff. This only applies when the vandalism has not been carried out by the tenant or anyone else invited to their home and in accordance with the terms of the tenancy agreement. Repeated acts of vandalism being carried out at the same address may result in repairs being recharged, as well neglect and misuse.
- Ensuring that the tenant completes all necessary works to bring a house up to a lettable standard (in accordance with our void procedures) prior to a termination of tenancy, transfer to another GhHA property or other landlord's property being approved.
- Providing appropriate information to tenants on their responsibilities and on the Association's procedures for reporting repairs.
- Informing tenants on notification of a repair required that it is deemed a rechargeable repair and that the cost of the work will be their responsibility.
- Providing the tenant with the option of whether they wish the repair to go ahead after explaining their responsibilities.

**Govanhill Housing Association will apply charges where:**

- The Association has agreed in advance with the tenant to carry out in an emergency, "tenant responsibility repairs" on their behalf and the tenant has signed the Association's mandate.
- The Association has carried out repairs which it considers the tenant should pay for because they arose out of tenant neglect, wilful damage, carelessness or criminal conviction.
- The tenant has used the out-of-hours emergency service for work that was not an emergency or was the tenant's responsibility.
- **NON-ESSENTIAL REPAIRS**

When the repair is non-essential and a tenant's responsibility, the repair will only be carried out if 100% of the cost is paid upfront.

### **3.0 DEFINITIONS**

#### **3.1 Accidental or Deliberate damage to property**

Repairs that are caused by damage to fixtures and or fittings either internally or externally to the property or scheme, by any Tenant or Tenants visitor or guest, that cannot be attributable to normal wear and tear or use. This can include (but is not limited to):

- Wilful damage or neglect caused by a Tenant or one of their visitors – e.g. damage to doors, windows or locks.
- Electrical faults caused by a Tenant's own appliances or lack of credit in prepayment meter.

- Heating faults caused by lack of credit in prepayment meter.
- Blocked drains, sinks, toilets caused by food waste, excessive build-up of grease from cooking, sanitary or incontinence items.
- Broken windows – unless a crime number is provided
- Deliberately damaged fixtures and or fittings.
- Unauthorised alterations or building works.
- Deliberate acts of vandalism or neglect.
- Forced entry – should a Tenant become locked out of their property and appropriate procedures are not followed for emergency access.
- Lost or stolen keys – unless a crime number is provided.

The Association recognises that on occasion repairs can arise because of crime and / or vandalism by persons unknown. In instances such as these Tenants are requested to report any incident to their local Police and obtain a crime reference number. Works will not be recharged if this crime reference number is provided.

### **3.2 Missed Appointments and Forced Access**

The Association also reserves the right to charge for any additional costs related to repairs and maintenance requests:

- Failure to permit access to a contractor on an agreed date.
- Forced Access for Gas Safety or EICR access or any other repair purposes as detailed in the Scottish Secure Tenancy Agreement.
- Failure to inform the Association if the repair is no longer required or necessary.
- Reporting of non-existing repairs – malicious reporting.
- Misuse of the out of hour's service for non-emergency repairs reporting

If Police Scotland force entry to a property to execute a legal warrant in relation to a Tenant or resident, this will be referred to the Housing Officer for consideration of tenancy action and the Tenant will be recharged the cost to secure the door and repair any damage.

If any other emergency services force entry to a property following a reported welfare/safety concern, this will not be recharged.

### **3.3 Loss of keys/fobs**

Each new Tenant will be issued a minimum of two keys for their main entry door(s), two keys for the front common close door (if applicable) and one back door close key (if applicable). Any Tenant who loses their house keys / Fobs must pay for their replacement and any damage to gain entry to the property.

There will be no charge for replacement back close door keys.

Where a Tenant's keys have been stolen there will be no charge for gaining access and replacement of locks/keys if the theft has been reported to Police Scotland and a reference number provided to the Housing Officer.

### **3.4. Property Condition**

In line with the Scottish Secure Tenancy Agreement, Tenants are responsible for 'taking reasonable care of the house' which includes 'carrying out minor repairs and internal decoration' as well as 'keeping the house in a reasonable state of cleanliness'.

Tenants who have allowed their property to fall into disrepair and poor condition through neglect, failure to make payment in order that rechargeable repairs are carried out or failure to report repairs will be referred to the Tenancy Service Team who may wish to initiate tenancy action.

The Tenancy Service Team will support Tenants fully, working with relevant partner agencies where appropriate, to bring the property to an acceptable standard. If a Tenant fails to engage to resolve the issue and improve the standard of the property, the Housing Officer may initiate legal action to obtain an order to force access and carry out necessary works. The Tenant would be recharged the cost of the legal fees, and the improvement works.

### **3.5 Estate Management and use of Common Areas**

We will identify the need for gardens and/or communal areas of tenanted properties to be cleared/maintained through regular estate inspections. Initially Tenancy Services staff will inform the Tenant that it is a condition of their Scottish Secure Tenancy agreement that any garden or share communal area should be maintained to an 'acceptable level' in accordance with their tenancy agreement and our Estate Management policy. Tenants will be advised that we reserve the right to undertake any required work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.

Should there be a Health & Safety risk, e.g. waste bags, bikes, prams blocking escape routes within a close, and the person responsible cannot be identified – we reserve the right to recharge each household in the close an even portion of the total cost for uplifting and disposing of these items.

### **3.6 Legal Fees**

If a Tenant fails to adhere to their tenancy agreement and court action is raised, the Association may seek to recover the court expenses from the Tenant through our Legal procedures.

### **3.7 Voids & Tenancy Changes**

When an 'End of Tenancy' notification is received, the Tenancy Service Team will make all reasonable efforts to arrange a 'pre-termination inspection', also attended by Maintenance Inspector.

Where unauthorised alterations, 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 Lettable Standards and the timescale to complete this, prior to re inspection.

Once the keys for a property have been returned by the outgoing Tenant a void inspection will be carried out by the Maintenance Inspector. Where outstanding or additional “rechargeable” items are discovered at this stage photographic evidence will be retained on file for future reference. On completion of a Void Inspection that identifies potentially rechargeable items that are the responsibility of the former resident, the Maintenance Inspector will consult with the Housing Officer with responsibility for that former tenancy on the prospects of collectability.

Examples of when a Housing Officer may deem rechargeable repairs at the end of a tenancy as uneconomical to collect may be in cases of abandonment, death, Tenant in prison, eviction, moved to residential care.

In the case of internal 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.

In the case of tenancy change requests whereby the main Tenant is changing – for example Assignment or Mutual Exchange - if unauthorised alterations, 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.

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 tenancy change request will not be granted until the work has been carried out to a satisfactory standard by the outgoing resident or the incoming Tenant has been made aware of the faults and their liability for them. Any decision in relation to this will be confirmed in writing.

### **3.8 DISCRETION TO RECHARGE**

The Association recognises that recharging the cost of repairs to tenants may not always be appropriate and discretion is delegated to the staff (Housing Officer and Maintenance Inspector) of the Association to decide whether a recharge should be applied and whether the full cost should be levied.

Where recharges are disputed by tenants, they are advised to share with us the reason for disputing the recharge in writing for the attention of the Senior Housing Officer who will investigate the circumstances behind the recharge and determine whether the recharge shall stand.

Where the Senior Housing Officer does not accept the tenants’ reason for disputing payment of the charge, the tenant will be advised of the decision and copy of our complaints policy will be shared.

Where discretion is used to decide not to levy a recharge where it could have been applied, a clear record will be made by updating tenant’s file.

Factors to be considered in deciding whether to levy a recharge will include:

- Age of the tenant
- Tenants' understanding of their responsibility
- Circumstances of the situation under which the repair was carried out
- The nature of the repair carried out
- Any history of previous rechargeable repairs
- The existence of any other debt such as rent arrears or outstanding repairs recharges and the tenant's payment record towards them.

**Factors to be considered in deciding whether to reduce the level of the recharge will include:**

- Existing tenant debt
- Income level of the household
- Likelihood of recovery
- Existence of other rechargeable items
- Avoidance of creating undue hardship

**Below is a list of repairs that we will not recharge tenants for:**

- Losing house keys – as a goodwill gesture we will not recharge on the instance of this occurring
- Losing back or front door close key

### **3.9 Repayment of Rechargeable Repairs**

Tenants will be charged the full cost of carrying out the work, including labour and materials and any VAT that is due.

A payment plan can be agreed to pay a repair bill if the Tenant is unable to pay the full balance outright.

If a Tenant disputes the total cost of the rechargeable repair cost, they should be directed to the Appeals section of this policy.

In certain circumstances, a rechargeable repair debt may be deemed by the Housing Officer as uneconomical to pursue. If a Housing Officer makes the decision that a rechargeable repair debt is uneconomical to pursue, this will be logged on the Association's Housing Management software and our write off process will be implemented.

We will check to see if the Tenant 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 the Housing Officer has discretion to adjust the instalment level for the repayment of rechargeable repairs.



The repayment of rent and service charge arrears will take priority over the collection of recharges.

Details of all unpaid rechargeable repairs will be recorded. If a tenancy request is received from another landlord, they should be made aware that the debt is outstanding, and the Tenant has failed to pay.

If an arrear is outstanding for a rechargeable repair and a subsequent rechargeable repair is requested, this new repair will not be carried out by the Association until the account has been cleared. This will not apply if there are health and safety implications, if repairs are required to keep the property wind and watertight or if the repair is covered by right to repair legislation.

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

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

### 3.10 Write Offs

Write off reports detailing debts deemed as unrecoverable are presented to Committee **quarterly** for approval and any rechargeable repairs being passed for write off should be included within this report.

Where a Tenant has died any recharge will be treated as an unpaid debt to be recommended for write off.

### 3.11 Roles & Responsibilities

To ensure the Tenant Recharge Policy is applied consistently and to ensure we provide a quality service for our Tenants the Association's staff and Committee have clearly defined areas of responsibility:

#### **All Staff**

- Have a basic understanding of what constitutes a Rechargeable Repair.
- Inform Tenants of any repairs which may be deemed as a Rechargeable Repair.
- Keep accurate records of all correspondence with Tenants regarding rechargeable repairs and log these on the Association's Housing Management software.

#### **Maintenance Team**

- Identifying rechargeable repairs during their inspections or contact with Tenants.
- Determining repairs actions on complex cases
- Logging rechargeable repairs, arranging appointments, raising works orders & liaising with contractors and Tenancy Service team.

- Referring cases where discretion may be required to the Tenancy Services team.
- Determining whether a Health and Safety risk exists which requires a rechargeable repair.
- 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.

### **Tenancy Services**

- Identifying rechargeable repairs during their inspections or contact with Tenants.
- Notifying Tenant(s) of rechargeable repair and logging this on Housing Management software, raising sub account.
- Dealing with Tenant /former Tenant queries regarding recharge invoices issued.
- Exercising discretion on not recharging.
- Implementing procedures for recovery.
- The pursuit of rechargeable debts.
- Agreeing repayment arrangements.
- Dealing with balance queries.
- Taking any payments of debt made at Reception.
- Posting recharge payments to appropriate sub-account.
- Monitoring recovery.
- Write offs.

### **Finance Department**

- Raising recharge invoices within 6 weeks of recharge

### **Committee**

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

All Staff should refer to the Tenant Recharge Process for further guidance.

### **3.12 Support to Tenants - Contents Insurance**

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

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 home contents insurance unless they can demonstrate that Association has been negligent.

GhHA discusses and recommend home contents insurance with new Tenants at sign up appointments and continually promotes this throughout the tenancy and in newsletters, social media and the Association website.

It is up to the Tenant to take home contents insurance that may cover elements of rechargeable repairs.

### **3.13 Owners**

For the avoidance of doubt, this policy covers only Tenant Recharges. The Association will not carry out internal rechargeable repairs on behalf of factored owners and only common repairs are done for factored owners, and these are charged through the factoring policy and processes.

### **4.0. Complaints**

The Association has a Complaints Policy that should be used in the event of a complaint about this policy. Once the Complaints Policy is exhausted, there is a right of appeal to the Scottish Public Services Ombudsman (SPSO). As the SPSO is unlikely to comment on matters of a legal nature, a review will focus on the proper application of the Association's policy.

### **5.0 REVIEW**

This policy will be reviewed every **five** years, or sooner, subject to a change in legislation or circumstance.

The policy, in parts, attempts to summarise current legislation. In any case of conflict between the two, legislation will always preside.

### **6.0 DELEGATED AUTHORITY**

Delegated authority is granted by the Committee to the Director and Staff to implement the Policy and Procedures.