

TO:	Management Committee
PREPARED BY:	Linda Sichi (Deputy CEO)
SUBJECT:	RECHARGEABLE REPAIRS POLICY
DATE OF MEETING:	05 November 2024
APPROVED BY:	Paul Martin (CEO)

RECHARGEABLE REPAIRS POLICY

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RECHARGEABLE REPAIRS POLICY

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1. MILNBANK HOUSING ASSOCIATION (MHA) STRATEGIC OBJECTIVES

MHA's mission is to provide excellent homes and services in a thriving community. We believe that people living in the MHA community should:

- Have warm, safe, and affordable homes, and receive excellent services from MHA.
- Live in neighbourhoods that are clean and well cared for, with real community pride.
- Have access to opportunities and services that promote a good quality of life.

2. MHA's VALUES

Working as 'One Milnbank' so that we offer the same quality of services, support and housing to all tenants and residents.

3. LEGAL & REGULATORY COMPLIANCE

The Management Committee leads and directs MHA to ensure good outcomes for its tenants and other service users. MHA operates within the Housing (Scotland) Acts, The SHR's Regulatory Framework Financial & Regulatory and the Scottish Housing Charter and all relevant legal requirements associated with this policy.

4. POLICY INTRODUCTION

- 4.1 MHA aims to provide excellent customer focused repairs and maintenance services for our tenants. Our tenancy agreement details the range of repairs MHA is responsible for, which are funded through rental income, and it sets out tenants' responsibilities to look after the home and to pay for items that are the result of their damage or misuse, beyond "fair wear and tear".
- 4.2 The purpose of this policy is to ensure only appropriate repair and maintenance costs are being met by MHA and to minimise the impact on the Association's rental income from the cost of repairs and maintenance works that are the responsibility of tenants or former tenants.

5. PRINCIPLES OF THE RECHARGABLE REPAIRS POLICY

MHA's Rechargeable Repairs Policy aims to ensure:

- VFM best use of MHA's budget for maintenance works is secured.
- Repair costs that are clearly not MHA's responsibility are recharged to minimise the burden on rental income.
- Tenants are aware, and periodically reminded, of their responsibilities in relation to the condition of their homes.

- Issues are identified at the earliest opportunity and effectively communicated to tenants.
- Appropriate mechanisms are in place for tenant appeals against decisions with which they disagree will be considered/determined.
- Tenants' incomes and circumstances are considered when deciding for the recovery and any phased repayment of debt.

6. RESPONSIBILITY FOR REPAIRS

- 6.1 Section 5 of the Scottish Secure Tenancy Agreement (SSTA) sets out repair and maintenance responsibilities for MHA and for the tenant. An extract of the SSTA can be viewed on MHA's website.
- 6.2 In general terms, MHA will fully maintain the structure, fabric and installations within the property and common parts to a reasonable standard and ensure the property complies with all relevant statutory requirements. Tenant responsibility includes taking reasonable care of the house, maintaining a reasonable standard of decoration and repairing damage caused willfully or negligently by them, by anyone living with them or by visitors to the property. This does not include damage caused by fair wear and tears or by vandalism (providing this has been reported to the police and a crime reference number provided to MHA). The tenant is also responsible for replacing lost or broken keys, forcing entry because of lost keys or costs incurred by MHA if they fail to provide access for a pre-arranged repair appointment; and replacing light bulbs, batteries in remote timers, etc.
- 6.3 Where repairs are clearly not the responsibility of MHA costs will, in general, be recharged to the tenant/former tenant. There may be certain circumstances when the tenant may be offered the option of undertaking the work themselves, at their own expense. Where charges are levied MHA will pursue these vigorously in line with our Managing Debt Policy.

7. PREVENTION AND EARLY IDENTIFICATION OF RECHARGEABLE ISSUES.

- 7.1 MHA will maintain a regular review of its approach to ensuring that tenants understand their responsibilities to look after the condition of their homes. This includes managing known information requirements of tenants (e.g. translating information into different languages). Tenants will be positively encouraged to speak to staff about any issues or problems they are experiencing, and MHA will aim to ensure that positive staff and tenant relationships exist (e.g. providing clear written information provided at the start of a tenancy, periodic reminders issued).
- 7.2 Early identification of potential issues can be important to prevent issues accelerating and to maximise the time available for tenant engagement. Housing Services and Maintenance staff will be responsible for identifying potential issues at the earliest opportunity when in tenants' homes and contractors will also be encouraged to feedback where appropriate.

8. CATEGORIES OF RECHARGED REPAIRS

8.1	No access – missed appointments for gas & electrical safety inspections and forces access.	<ul style="list-style-type: none"> ●When a contractor calls at a pre-arranged time and date to carry out a mandatory gas or electrical safety inspection, and there is no-one at home to allow entry to the house, this can cause a loss to the contractor who will have arranged their day based on pre-ordered work. The cost for this time may be legitimately passed on to MHA by the contractor. MHA provides advance notice of appointments with sufficient opportunity for tenants to re-arrange dates to suit. Therefore, unless there are unusual mitigating circumstances, MHA will always re-charge the tenant for any such costs. ●Tenants are advised, in writing, of this potential charge notifying them that this essential safety check is due.
8.2	No access – missed repair appointments	<ul style="list-style-type: none"> ●When a contractor calls at a pre-arranged time and date to carry out a repair and there is no-one at home to allow entry, this can cause a loss to the contractor. In some cases, this loss is passed to MHA. ●Repair appointments are arranged to suit tenants, and they can be re- arranged in advance if they are unsuitable. Therefore, unless there are unusual mitigating circumstances, MHA will charge for any costs for missed appointments that are passed on from the contractor. Tenants are verbally advised of this potential charge at the time the appointment is arranged.
8.3	Lock-Outs	<ul style="list-style-type: none"> ●Occasionally tenants lock themselves out of their homes and MHA responds by assisting them to regain access. Often this is a simple joinery exercise, in other cases it necessitates the provision of a new lock and keys or new fobs for secure door entry systems. ●The tenant is responsible for replacing lost or broken keys and forcing access or changing locks because of lost keys. Therefore, MHA will always recharge the cost of work. ●Where the tenant wishes MHA to provide this service they will be required to sign a consent form, accepting responsibility for the repair and agreeing a payment arrangement. Where possible full payment should be made in advance. Where

		<p>this is not possible a deposit of £30.00 will be sought before work is carried out.</p> <ul style="list-style-type: none"> •The tenant will also be offered the option of procuring this service directly from an alternative contractor.
8.4	Void Works	<ul style="list-style-type: none"> •Void repairs are repairs that are carried out to vacant houses. MHA has a Minimum Letting Standard that all homes will be brought up to before being re-let to ensure a property is safe, secure and in a good state of repair and decoration prior to occupation. This standard form part of MHA's Void Policy & Procedures.
8.5	Void Repairs	<ul style="list-style-type: none"> •Some void repairs may be required because of damage or neglect by the outgoing tenant and in these circumstances, it will be the tenant's responsibility to meet the cost of these works. Most repairs will be identified during a pre-termination inspection carried out by the Housing Services Officer and Maintenance Officer, and the tenant is given the option of carrying out the work themselves or having MHA do it. •If, at the void inspection, the damage has not been rectified, or if new repairs are identified that were previously not visible (e.g. hidden by furniture) or the tenant has made an inadequate repair that is unsafe or has exacerbated the problem then the cost of any consequence or further work required will be recharged.
8.6	Void Clearing & Cleaning	<ul style="list-style-type: none"> •Tenants are expected to clear and clean their homes on termination of tenancy. This is reinforced during a tenancy termination inspection and subsequently confirmed in writing. •MHA provides a bulk uplift service which can be used if tenants wish to dispose of items before moving out. •Tenants are required to clean their home before moving out and where this is not done charges in connection with excessive cleaning will be passed on in full. •For elderly or tenants who require support who have no-one to provide help will be considered on their merits if communicated to MHA before termination of the tenancy to enable some level of discretion to charges for cleaning or clearing

		<p>properties.</p> <ul style="list-style-type: none"> ●If a charge is to be made under this category photographic evidence will be collected and provided to the outgoing tenant along with the formal notification of recharge. ●In exceptional circumstances, and with prior agreement with MHA, carpets and floor coverings may be left within the property. MHA will clean them, and the incoming tenant must accept the property as seen, including carpets and floor coverings. It will be the new tenant's responsibility to dispose of any unwanted floor coverings and/or replace as required. The incoming tenant will be expected to sign a disclaimer accepting responsibility for carpets, floor coverings, etc. that are left within the property.
8.7	Repairs arising from tenant alternations	<ul style="list-style-type: none"> ●A repair can arise, either during a tenancy or when a property becomes void, because the tenant has actively carried out work that they didn't have to (e.g. install bespoke light fittings). Where their actions cause MHA expenses (e.g. The tenant's works have rendered part of the building unsafe), MHA will always recharge the cost of required repairs/reinstatement works. ●Tenants are required to obtain MHA's consent for alterations to the property and the conditions attached to the consent include the requirement for the tenant to take responsibility for the maintenance of the altered area. Repair works resulting from tenant alterations will be recharged to the tenant (or former tenant).
8.8	Requested Repairs	<ul style="list-style-type: none"> ●MHA's policy is not to carry out private repairs within tenants' property. MHA will provide an Approved Contractors List for tenants to contact. ●On the odd occasion when MHA carries out work on request that it is rechargeable (e.g. disconnecting a gas cooker), MHA will require payment in full beforehand, unless the work is an emergency. Where work is urgent, or the issue could affect the safety of the property, MHA will require a deposit of £30 to be paid before undertaking the repair. The tenant will also be required to sign a consent form, accepting responsibility for the repair and agreeing to a payment arrangement. If the tenant already has

		outstanding rechargeable repair bills, MHA will generally request payment of the full amount before instructing the works.
8.9	Police Forced Entry	<ul style="list-style-type: none"> ●A repair may be required because of forced entry by Police who have reasonable cause to suspect that a criminal act has occurred at the property, or that the occupier or a visitor to the property has been involved in a criminal act. In these circumstances the tenant will be re-charged for the cost of any required work. MHA will always seek an incident number from the Police and log this against any repair orders for this type of repair.
8.10	Emergency Forced Entry – Risk to Safety	<ul style="list-style-type: none"> ●A repair may be required because of forced entry by Police, Fire or Health Services where there is concern for the residents’ safety. In these circumstances MHA will generally meet the cost of the repair work, unless there is clear evidence that the tenant being involved in a criminal act that has contributed to the need to force entry. MHA will always seek a report and incident number from the relevant authority and log this against the repair order.

9. INDIVIDUAL CASE ASSESSMENT

Each rechargeable case will be assessed taking account of all the circumstances surrounding the damage or cause of repair. In certain cases, MHA may waive all or part of the charge. An example of this discretion may be a tenant is vulnerable or has serious health issues. The Senior Housing Services Officer will be responsible for determining where discretion is to be exercised and for recording the reasons for this in the tenant file.

10. INVOICING AND PAYMENT COLLECTION

10.1 Invoicing for rechargeable repairs will be carried out in line with MHA’s Rechargeable Repair Procedures. If possible, full payment will be made in advance for works that are rechargeable. If this is not possible a deposit will be sought (where practical) and the tenant will be required to agree a payment arrangement ahead of works being carried out.

10.2 For works relating to voids the former tenant will be pursued for the debt and, where possible, a payment arrangement will be agreed at the earliest opportunity.

10.3 Payments will be pursued by the Income Recovery Assistant in conjunction with other debt payments, in line with MHA’s Rechargeable Repair Procedures

MHA's Managing Debt Policy outlines the various stages and agencies used to collect rechargeable repair charges.

For current tenants with outstanding rechargeable repair debt, consideration will be given to withholding improvement works such as kitchen or bathroom replacements.

All outstanding rechargeable repair debt for former tenants will remain following the end of a tenancy to enable a review of debt history if a former tenant seeks re-housing with the Association.

11. EQUALITY & HUMAN RIGHTS

MHA's is committed to equal opportunities, and we will respond to the different needs and service requirements of individuals, and we will not discriminate against any individual for any reason outlined in Equality & Human Rights Legislation.

12. DATA COLLECTION

MHA will manage all personal data in accordance with our obligations under the GDPR regulations and the Association's Policy.

13. POLICY MONITORING & REVIEW

The Rechargeable Repairs Policy will be reviewed by the Housing Services Sub-Committee every 3 years or as otherwise deemed necessary.