

Rechargeable Repairs Policy

Draft pending consultation

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Date Approved: Approved By:

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Rechargeable Repairs Policy

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Rechargeable Repairs Policy

1.0 Introduction & Background

- 1.1 Cadder Housing Association ('The Association') is a registered social landlord, which took ownership of its properties through stock transfers from Scottish Homes in 1994 and 1998 with the aim to improve the living conditions for residents in the Cadder area in the north-west of Glasgow. It operates on a 'not for profit' basis and is run by an elected Management Committee consisting mainly of local residents who employ a staff team to manage the Association on a day to day basis
- 1.2 The Association is responsible for the maintenance and repair of its stock. However, customers also have responsibilities for some repairs and maintenance. This policy aims to support the current Reactive Repairs Policy and provide savings in un-necessary works attributable to neglect, misuse and/or wilful damage.
- 1.3 Rechargeable repairs have the potential to have a significant effect on the reactive repairs budget if not managed effectively. Whilst the Association understands that the recovery of these costs is a difficult task, there is a need for clarity on the approach for residents who are exposed to costs associated in dealing with rechargeable repairs and the recovery process.

2.0 Scope of the Policy

- 2.1 This document outlines the Rechargeable Repairs Policy In line with legislative and good practice requirements, whilst being fair, and non-discriminatory.
- 2.2 This policy applies to all tenants and former tenants and also factored owners with properties in common buildings managed by the Association.
- 2.3 This policy supports the Reactive Repairs Policy which highlights tenants and owners responsibilities in terms of repairs.
- 2.4 The policy is supported by a series of procedures and work instructions reflecting the operational activity that supports the rechargeable repairs policy whilst outlining employee roles.
- 2.4 The policy will be made available in different formats or languages on request

3.0 Aims and Objectives

- 3.1 In pursuit of our efficiency & value for money objectives, the Association has a duty to ensure that all available finance can be targeted at legitimate repairs. The consistent application of this policy will assist in delivering fair treatment to all of our customers.
- 3.2 The policy outlines the Associations strategy for identifying and informing tenants, former tenants and owners of the considerations before rechargeable repairs are instructed and the potential outcomes they face if a re-chargeable repair is carried out
- 3.2 Key aims of the policy are outlined as follows:-
 - To define what is a rechargeable repair
 - To provide guidance on the circumstances when a rechargeable repair will be recharged
 - To provide guidance on the circumstances when discretion may be exercised
 - To outline the process of recharging for repairs
 - To outline the basis for calculating the recharge
 - To inform customers of various payment arrangements
 - To makes it easy and accessible for tenants to report a rechargeable repair and discuss methods of payment.
 - To ensure the policy is adequately funded to allow all aspects of this service area can be delivered.
 - To monitor the volume of rechargeable repairs in order to seek continuous improvement for reduction through tenancy management initiatives

4.0 Equal Opportunities

- 4.1 We will not unfairly discriminate against any person within the protected characteristic groups as contained within the Equality Act 2010. To ensure equal access to the information contained in this policy for all, we are happy to provide copies in Braille, in larger print, translated into other languages or on tape to you or anybody that you know upon request and where practicable.
- 4.2 The Association through the Rechargeable Repairs Policy will act to provide services in a manner that encourages equal opportunities and complies will all relevant equal opportunities requirements.
- 4.3 As with all Association policies and practices, the Association will adhere to Outcome 1 of the Scottish Social Housing Charter (*Equalities*):

'Social Landlords perform in all aspects of their housing services so that every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services'.

5.0 Legal and Good Practice Framework

- 5.1 Section 31 of the Housing (Scotland) Act 2010 introduced the Scottish Social Housing Charter which sets the standards and outcomes that all Social landlords should aim to achieve when performing their housing activities. The Scottish Social Housing Charter came into effect on the 1st April 2012 and this sets out 16 standards and outcomes that all social landlords should aim to achieve when delivering housing services. The Charter was reviewed during 2016. The revised charter was approved by Parliament and has been in effect since the 1st April 2017. The relevant Outcomes associated to this policy are:
 - Outcome 1 (Equalities)
 As per section 4.3
 - Outcome 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'.
 - Outcome 4 (Quality of Housing)
 'Social landlords manage their businesses so that tenant's homes, as a minimum, meet eh Scottish Housing Quality Standard by April 2015 and continue to meet it thereafter, and when allocated, are always clean, tidy and in a good state of repair'.
 - Outcome 5 (Repairs, Maintenance and Improvements)
 'Social Landlords manage their businesses so that tenant's homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done'.
 - Outcome 13 (Value for Money)
 'Social landlords manage all aspects of their business so that service users receive services that provide continually improving value for the rent and other charges they pay'.
- 5.2 From the 1st April 2013 all Local Authorities and Housing Associations (Registered Social Landlords (RSL's)) in Scotland must collect and report on information on a range of indicators developed by the Scottish Housing Regulator (SHR) in support of the Scottish Social Housing Charter. There are key indicators that are used to compare and contrast service delivery across the sector. Each Association is required to report on these in the Annual Return on the Charter (ARC).

This Policy will ensure that our practice and procedures monitor our performance against these indicators and we continually review results and seek improvements. These indicators will be included in reports for our Finance, Audit and Performance Sub-Committee and Management Committee and will be supported by commentary on performance.

The specific indicators in relation to rechargeable repairs which are included in the reporting of both in emergency and non-emergency repairs are:

- Average number of reactive repairs completed per occupied property.
- Average length of time taken to complete emergency repairs.
- Average length of time taken to complete non-emergency repairs.
- Percentage of repairs appointments kept.
- Percentage of tenants satisfied with the repairs and maintenance service.
- Percentage of reactive repairs carried out in the last year completed on first visit.
- 5.3 The Housing Scotland Act 2001, covering Scottish Secure Tenancy Agreements (SST), puts Landlords under an obligation to ensure that the house is kept wind, watertight and habitable. The SST also extends to the appropriate use and maintenance responsibilities of properties and common parts, and instances when recharges can be applied to tenants.
- 5.4 This policy is aligned to Standards 2, 3 and 5 of the Scottish Housing Regulator's (SHR) Regulation Framework:
 - Standard 2

'The landlord is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities'.

- Standard 3
 - 'The RSL manages its resources to ensure its financial well-being and economic effectiveness'.
- Standard 5
 'The RSL conducts its affairs with honesty and integrity'
- 5.5 Publications also relevant to this policy include, but are not limited to the following:
 - Cadder Housing Association Tenants Handbook
 - Cadder Housing Association Owners Handbook

6.0 Strategic Aims & Association values

6.1 This Policy is aligned and informed by the Association's Strategic Aims for 2016-19 and its Values. These are:

6.1.1 Strategic Aims:

- -provide a high quality housing service that is continually responsive to the expectations of our tenants and other customers:
- To engage and build relationships with our customers to ensure our service and activities meet their needs and aspirations of our tenants and other customers;
- To invest in our people to ensure they have good knowledge and skills to excel in their role within the Association:
- Pursue development, regeneration and wider role initiatives in close working with key partners with the aim of improving Cadder, as well as the quality of life and living conditions of tenants and residents in Cadder; and
- Maintain the financial viability of the Association through sound business planning, control and achievement of best value in all that we do.

6.1.2 Association Values:

The Association identified core values associated with our commitment to improve the 'customer journey' in our services, which was integral to our achievement of Investors in People (Silver) accreditation in July 2015. These values (Our 4 'Cs') are:

- ✓ Customer Focussed
- ✓ Communication
- ✓ Caring
- ✓ Commitment

7.0 Control of Payments and benefits

7.1 The Association's Entitlement, Payments & Benefits Policy describes the entitlements, payments or benefits that our staff members are able to receive. It also describes what is not permitted during working

- practice and the arrangements that we have in place to ensure that the requirements of this policy are observed.
- 7.2 The Association may receive requests to carry out rechargeable repairs from customers who are 'connected people' to members of staff. Connected people are defined as follows:

Group 1 Members of your household	Group 2 People closely associated with you	Group 3 Others you need to consider
Anyone who normally lives as part of your household, whether they are related to you or not, including spouses/partners who work away from home and sons and daughters who are studying away from home	 Parents, parents-in-law and their partners Sons and daughters; stepsons and step-daughters and their partners Brothers and sisters and their partners A partner's parent, child, brother or sister Grandparents, grandchildren and their partners Someone who is dependent on you or whom you are dependent on Close friends 	Other relatives (e.g. uncles, aunts, nieces, nephews & their partners) Other friends (e.g. someone you are acquainted with socially, neighbours, business contacts/associates)

- 7.3 Members of staff who receive requests to log rechargeable repairs will ensure the customer is not included in the above categories. Should the customer be a connected person an alternative member of staff will carry out an assessment of the requirements of the repair and log in line with the guidelines for the categories of repair.
- 7.4 Staff members of the Trade Team employed by The Association will not be instructed to carry out works in properties occupied by members of the above groups. This avoids any conflict of interest in relation to the scope of works being carried out. However there may be exceptions to this on the following occasions:
 - Where the work is within the category of an Emergency or Right To Repair (1 day) (such as an electrical fault) and there is no alternative staff member to carry out the work, the Trade Team

- Member will be accompanied by another member of staff to ensure the instructed works were required and the scope of works only is carried out.
- Where the work is out-with the Emergency or Right to Repair (1 day) categories and there is no alternative staff member to carry out the work, a pre-inspection will take place to clarify the scope, materials and time required for the work. A post-inspection will also take place to ensure the scope of works completed relates to the scope determined during the pre-inspection. The Association will aim to avoid any staff members carrying out works within properties of a connected person and may also at times issue the relevant works to a contractor to carry out.

8.0 Definition of a rechargeable repair

- 8.1 The Scottish Secure Tenancy Agreement highlights that the tenant is responsible for repairing damage caused wilfully, accidentally or negligently by the tenant, anyone living with the tenant or an invited visitor to their home. If the Association decides to carry out the repair work the tenant must pay us the cost of the repair.
- 8.2 This policy defines a 'rechargeable repair' as one which meets the following:
 - The repair is the responsibility of the tenant to carry out (Appendix 1 division of repair responsibility).
 - The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to their property or immediate common parts
 - The damage to the common area of the property is due to wilful damage, neglect, misuse or abuse by the resident, their family or visitors of a privately owned property factored by the Association.
 - The tenant has failed to provide a police incident number for works they advise have been of a criminal nature
 - Repairs required when a tenant has terminated their tenancy to return the property to a re-lettable standard
 - Note: factored owners will have responsibilities for common area repair costs where repairs are deemed to be rechargeable

9.0 Circumstances for recharging

- 9.1 Generally the Association is responsible for repairing and maintaining the structure, property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign their Tenancy Agreement and these responsibilities are also outlined in the Tenants Handbook.
- 9.2 Rechargeable repairs occur when:

- The repair is a result of damage/negligence/vandalism by the tenant, a member of their household, a lodger, a pet or a visitor to the property as per the Tenancy Agreement.
- Loss of keys, resulting in forced entry, replacement lock\barrel, providing extra keys and/or repairs/replacements works to door standards, door or locks.
- Repairs to/replacement of any fixtures, which have been supplied or fitted by the tenant and are deemed to be unsafe or require replacement
- Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property.
- Work is necessary at the end of a tenancy to return the property to an acceptable and lettable standard, and exceeds what would be deemed as fair wear and tear. This includes costs to clear all remaining personal items and furniture from the property including floorcoverings.
- Reinstatement of a property as a result of alterations or additions carried out by the tenant without permission, or carried out to an unsatisfactory or unsafe standard.
- Forced entry to a property to carry out annual gas safety check where access has not been provided by the tenant.
- Relevant legal costs to pursue court action/eviction against a tenancy
- 9.3 There is a requirement for tenants/residents to advise Police Scotland of any damage caused by acts of vandalism and/or criminal activity. A police incident number should be sought and provided to the Association. Failure to follow this procedure may result in the costs being recharged to the tenant/owner involved.
- 9.4 Tenants/factored owners will be advised when reporting a repair whether it falls under the scope of the above list

10.0 Rechargeable Repairs Budget

- 10.1 The Association will make financial provision for the delivery of the Reactive Repairs Service. A budget will be established for this category of work in each financial year and costs for rechargeable repairs are included in this budget.
- 10.2 The budget will be based on the Reactive Repairs Policy, historical and forecast repair demand. Legislation, performance targets and anticipated price increase in labour and materials markets will also be taken into account.

11.0 The recharge process

- 11.1 It is recognised that this can be a challenging and contentious area therefore, staff dealing with applying recharges, will be empowered to use their skill and knowledge in applying the charge. We will concede that where a delay in collecting the advance payment is likely to present a risk to the tenant or property, the works order will be raised and the recovery of the due sum will follow at a later date.
- 11.2 Once it has been established that a repair is the responsibility of the tenant/resident, it is considered good practice to advise the cost of the repair and the timescales for completion as soon as possible.
- 11.3 Charges for rechargeable repairs will be applied at an appropriate cost to ensure all labour and material costs incurred by the Association to complete the repair are met.
- 11.4 Rechargeable repairs will be categorised using the following repair classifications. These will be used as a guide and will generally be adhered to.
 - **Emergency Repairs:** are those where there is a risk to safety, danger to health and to prevent serious damage to the building or total loss of services to the tenant:
 - We will advise the tenant/resident if the repair is rechargeable
 - We will seek payment of approximately 20% of the repair charge before the repair is carried out
 - A payment arrange will be discussed and agreed to meet the remaining charge for the repair
 - Urgent Repairs: are those where there is a partial loss of a service to the tenant that seriously affects the comfort or convenience of the tenant or where not carrying out the repair will result in further damage to the property:
 - We will advise the tenant/resident if the repair is rechargeable
 - We will seek payment of approximately 20% of the repair charge before the repair is carried out
 - A payment arrange will be discussed and agreed to meet the remaining charge for the repair
- 11.5 **Routine repairs** are those that do not seriously interfere with the comfort and safety of the tenant or cause further problems to the property. Examples of routine repairs may be repairs to internal doors or walls which have been damaged. On the occasions reactive repairs are deemed to be rechargeable, to minimise the financial risk to the Association, the tenant must pay 100% of the charge before the work is carried out.

- 11.6 The Association has a responsibility in relation to the health and safety of tenants in their homes in emergency and urgent situations. Discretion in relation to the 20% cost of emergency and urgent repairs to be paid upfront will be applied when assessing the requirement of the repair and the individuals circumstances to be able to make payment of the 20% charge at that time. A payment plan will be put in place in those circumstances to recover the full charge.
- 11.7 Procedures to support the process for rechargeable repairs have been developed and on-going training will be provided to relevant staff to enable effective implementation of this policy

12.0 Recovery of rechargeable repairs

- 12.1 It is recognised that a high proportion of rechargeable repairs are difficult to recover for a number of reasons:
 - The tenant has absconded or been evicted
 - No forwarding address has been provided
 - Tenant is on low income
 - Tenant has substantial rent arrears
 - Tenant has other multiple debt issues
 - Tenant is deceased and no known estate exists

N.B the above list is not exhaustive and individual circumstances will be taken into account in the recovery of recharges

- 12.2 The Association recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this in mind, the Association will strive to agree a reasonable and affordable payment arrangement.
- 12.3 When a repair is deemed as 'rechargeable', the decision to pursue recovery will consider a number of issues, which may include the following:
 - Can the tenant/resident pay, based on their known financial circumstances (Financial Welfare Rights advice will be offered to persons citing financial difficulty)
 - Is the recharge economical to recover?
 - Can the costs be recovered through the Associations insurance policy, i.e for vandalism to external common doors?
 - Is there an estate of a deceased tenant?
 - In the event of an eviction or abandonment, can the former tenant be traced if no forwarding address is given?
- 12.4 The above areas will involve some discretion, and shall be jointly discussed by members of the Senior Staff Team whether to pursue costs.

12.5 Tenants who fail to meet their financial obligations to pay rechargeable repairs could find their future prospects for housing affected with the Association or other landlords. They will also be the subject of our arrears recovery procedures, which could involve formal court action.

13.0 Performance monitoring

- 13.1 In order to comply with service commitments and assist with the monitoring of the reactive repairs budget spend, it is important that the Association monitors the effects of the rechargeable repair procedures. Areas to be monitored are as follows:
 - Number of rechargeable repairs carried out as a void repair
 - Number of rechargeable repairs carried out as a response repair
 - Cost of rechargeable repairs
 - Income received from rechargeable repairs/recovery rate
 - Number of disputes and outcomes
 - Cost to effectively recover charges for rechargeable repairs
- 13.2 Details of attempts at recovery, monies recovered and monies deemed to be unrecoverable will be presented to the Management Committee in September and March of every financial year. Approval will be sought for the 'write off' of monies deemed to be unrecoverable.

14.0 Confidentiality and General Data Protection Regulations (GDPR)

The Association is fully committed to compliance with the requirements of the General Data Protection Regulations (EU) 2016/679 (GDPR), which came into force on 25 May 2018. The Association will therefore follow procedures that aim to ensure that all employees, Committee members, contractors, agents, consultants, partners or other persons involved in the work of the Association and who have access to any personal data held by or on behalf of the Association, are fully aware of and abide by their duties and responsibilities under GDPR.

15.0 Complaints

15.1 The Association aims to provide a first class service to all of its tenants and customers. We will therefore strive to keep service complaints to an absolute minimum by aiming to agree a resolution quickly with the customer and learn from the resolution to develop the service we provide. When early resolution is not agreed and a complaint is received we will also consider if we can learn from these complaints to help improve service.

- 15.2 In the event a complaint is received in relation to a reactive repair, this will be assessed at stage 1 of the Association's complaints' procedure. Stage 2 of our complaints procedure will attend to complaints that require further investigation on issues that customers continue to be unhappy with after completion of stage 1. We will investigate stage 1 and stage 2 complaints within 5 and 20 working days respectively.
- 15.3 Not all investigations will be able to be completed within 20 working days. For example, some complaints may be so complex that they require careful consideration and detailed investigation beyond the 20 day limit. However, these would be the exception and we will always try to deliver a final response to a complaint within 20 working days. We will notify customers if we require more than 20 working days to complete our investigations.
- 15.4 Once the investigation stage has been completed, tenants of The Association have the right to approach the Scottish Public Services Ombudsman (SPSO) if they remain dissatisfied.
- 15.5 The SPSO considers complaints from people who remain dissatisfied at the conclusion of our complaints procedure. The SPSO looks at issues such as service failures and maladministration (administrative fault), as well as the way we have handled the complaint.

15.6 SPSO Details:-

In person: SPSO

4 Melville Street

Edinburgh EH3 7NS

By post: SPSO

Freepost EH641

Edinburgh EH3 0BR

Freephone: 0800 377 7330

Online contact: www.spso.org.uk/contact-us

Website: www.spso.org.uk

Mobile site: http://m.spso.org.uk

15.7 Where an owner is dissatisfied with the outcome of their complaint, they are entitled to contact the Housing and Property Chamber, Firsttier Tribunal for Scotland:

Housing & Property Chamber First-tier Tribunal for Scotland

Glasgow Tribunals Centre 20 York Street Glasgow, G2 8GT

Telephone - 0141 302 5900

E-mail - <u>HPCadmin@scotcourtstribunals.gov.uk</u>
Web-site - <u>www.housingandpropertychamber.scot</u>

15.8 You can obtain a copy of our complaints procedure by telephoning 0141 945 3282, e-mailing – enquiry@cadderhousing.co.uk or by calling into our office. Details of our complaints procedure are also available on the website www.cadderha.co.uk).

16.0 Review

- 16.1 This Policy will be reviewed every three years, with the next review scheduled for August 2021 or earlier if required to take account of: -
 - Legislative, regulatory and good practice requirements
 - Association performance
 - The views of tenants and staff
 - Strategic Aims and Association Values

Appendix 1

Division of Repairs Responsibility (Please note, factored owners will have responsibilities to pay for a share of common area repair costs)

Item	Landlord	Tenant
Central heating boiler	Х	
Balconies (where existing)	Х	
Banisters (internal and external)	Х	
Baths	Χ	
Bin shelters	Х	
Brickwork, block work, etc	Χ	
Cellar (external door/lock)	Х	
Ceilings	Х	
Chimney stack/posts/cowls	Х	
Chimney sweeping		Х
Cisterns	Х	
Clothes Poles	Х	
Cookers		Х
Communal areas to flats	Х	
Cupboards	Х	
Damp proof course	Х	
Decoration - internal		Х
Door bell		Х
Doors to common area	Х	
Doors/door fittings - external	Х	
Doors/door fittings – internal	Χ	
Door locks (fitted by the	Х	
Association)		
Door locks (fitted by the tenant)		X
Door name plate		X
Down pipes, rain & soil	X	
Drainage (including blockage)	Х	
Driveways	Х	
Drying areas	Х	
Electric heaters (provided by	X	
Landlord)		
Electric plugs		X
Electric wiring, sockets & switches	Х	
Entry systems in communal close	Х	
Fascia, soffit board, etc	Х	
Fences - garden boundary,	X	
divisional fences erected by		
Landlord		

Item	Landlord	Tenant
Fences - other		Х
Fire baskets, grate and surrounds	Х	
Fire - electric & gas	Х	
(provided by Landlord)		
Fireplaces tiles		Х
Floor tiles	Х	
Floorboards	Х	
Foundations	Χ	
Fuse box, ELCB, fuses/MCB	Χ	
Fuse to plug		Х
Gas Central heating, pipes,	Χ	
radiators, timer, thermostats,		
pumps etc		
Gas piping	X	
Garden huts		X
Gates	Χ	
Greenhouses		Х
Glass - external	Х	
Glass to internal doors/screen		Х
Glass - double/triple glazing	Х	
Guttering	Χ	
Hatch to loft (communal or	Χ	
individual)		
Handrails - external	X	
Immersion heaters	X	
Keys (replacement)		X
Kitchen fittings/worktops	X	
Light bulbs		X
Lighting pendants and roses	X	
Outbuildings bin stores	X	
Overflow pipes	X	
Painting - external	X	
Painting - internal		X
Path to main access	X	
Path to garden	Χ	
Paths - public	Χ	
Pigeon lofts		Х
Plaster and Plasterboard	Χ	
Play area and equipment	Х	
Porch	Х	
Pumps	Х	
Radiators	Х	
Retaining walls (provided by	Х	
Landlord)		
Roofs, roof tiles/slates	Х	
Roof lights	Х	
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Item	Landlord	Tenant
Ropes for clothes drying		Х
Rotary clothes lines		X
Roughcast	Х	
Sheds		X
Shower unit Installed by us	Χ	
Shower unit Installed by tenant		X
Sink base unit	Х	
Sink bowl and drainer	Х	
Skirting boards	Х	
Smoke detectors	Х	
Sockets (electrical)	Χ	
Stairs (common or internal)	Х	
Stair lighting	Х	
Steps	Х	
Switches (electrical)	Х	
Taps	Х	
TV aerials / satellite dishes		Х
TV aerial communal aerials and	Х	
sockets	V	
Ventilators	X	
Wash hand basin	= =	
Washer on taps	X	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Waste plugs, chains to basin, bath, sink		X
Water heating	Х	
Water supply	X	
WC seat	X	
WC seat (tenant damage)	, <u>, , , , , , , , , , , , , , , , , , </u>	X
WC Seat (teriaint damage)	X	<u> </u>
Window frames, sills and fittings	X	
williadw frames, sins and fittings	^	