

POLICY

RECHARGEABLE REPAIRS POLICY

Passed:-	26 th February 2020	Review Date:-	January 2025
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All North View policies and publications can be made available on tape, in Braille, large print and community languages.

For further details please contact us on 0141 634 0555 or email us at enquiries@nvha.org.uk

1.0 Introduction

- 1.1 It is the policy of North View Housing Association to recover from the tenant the cost of a repair where the need to carry out that repair is due to wilful damage, accidental damage, or neglect on the part of the tenant, a member of the household, or visitor to the house.

2.0 Rechargeable Repairs

- 2.1 North View Housing Association has a statutory responsibility to repair the houses it manages, as well as a common law 'duty of care' towards its tenants. However, item 5.10 of the Scottish Secure Tenancy agreement (that all North View tenants sign) gives the Association authority to charge tenants the cost of repairs that are resultant from wilful damage, neglect, or accidental damage.

Item 5.10 states *"Nothing contained in this Agreement makes us [North View] responsible for repairing damage caused wilfully, accidentally or negligently by you [the tenant], anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us the cost of repair."*

These types of repairs are deemed 'rechargeable repairs'.

- 2.2 Repairs to make good damage caused by fair wear and tear, and vandalism are not 'rechargeable repairs'. Repairs resultant from vandalism will not be 'rechargeable' as long as the tenant reports the incident to the police and can provide North View with the incident/crime report number.

3.0 Instructing rechargeable repairs and payment agreements

- 3.1 The Association will provide the tenant with written notice of the maximum amount that he/she will be charged as soon as practicably possible. The statement may be in the form of text, email, or note.
- 3.2 The tenant will be required to confirm, in writing (text, or email etc.) that he/she agree to repay up to the amount specified. The Association will instruct repair work upon receipt of such confirmation, and the requisite down payment.
- 3.3 If the cost of the repair is £20 or less, the tenant will be required to repay it all 'up



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front' in one tranche. For repairs costing more than £20, the tenant will be required to make a down payment of at least £20 or 20% of the cost (whichever is greater) and enter into an arrangement (with the Association) to repay the balance. The minimum amount of payment can be increased at the discretion of a Senior Staff member.

- 3.4 If the tenant refuses to agree to pay the maximum amount, the down payment, or fails to enter into a repayment arrangement, the Association will only carry works necessary to make the repair safe. All further works will be suspended until an arrangement is agreed, and down payment made.
- 3.5 If circumstances prevent the tenant from being able to make payment of the down payment, or provide written acceptance of the maximum amount, the procedure set out in items 3.1 – 3.4 above, may be waived on the authority of a Senior Staff member.

4.0 Recurring Rechargeable Repairs

- 4.1 Where repairs are caused by the repeated deliberate acts of the tenant or their household, or a visitor, or visitors, the Association will, where possible, delay instructing the repair as a means of dissuading the tenant from continuing to behave in such an unacceptable manner.

5.0 Acts of Wilful Damage

- 5.1 The Association will take reasonable steps to recoup, from the perpetrator, the cost of repairing vandalised elements. This may include reporting incidents and perpetrators to the police.
- 5.2 In the event of a tenant or member of the tenant's household being convicted of an act of vandalism to the property, the tenant will be charged the full amount of the cost to the Association of making good the damage.
- 5.3 If repairs have to be carried out as a result of domestic violence, the Association shall not pursue the victim for the cost of making good, but will try (if possible) to recoup the costs from the perpetrator.
- 5.4 If the tenant has wilfully damaged his/her property or components therein, the Association shall undertake work to 'make safe' the property and/or component. All further works will be suspended until an arrangement is agreed, and down payment made.

6.0 Improper use of the 'Out of Hours' Repairs Service



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- 6.1 Where the tenant obtains a repair from the out of hours repairs service that is later deemed (by the Association) not to have been an emergency situation, the tenant will be liable for any additional cost relating to the out of hours charge.
- 6.2 If an out of hours emergency repair is carried out on fixtures, fittings, appliances or installations belonging to a tenant (or a member of the tenant's household), the Association will recharge the tenant the full cost of the repair.
- 6.3 Where a tenant obtains a rechargeable repair from the out of hours service the full cost of that repair will be levied against the tenant.

7.0 Replacement of Keys and 'lock outs'

- 7.1 North View Housing Association will charge tenants the cost of providing replacement property keys. An administration charge may be levied. The Maintenance Manager, Finance Manager, Director, or Housing Manager will determine if a charge to cover administration costs is to be made.
- 7.2 If a tenant is locked out of his/her property, North View will recharge the tenant the cost of works required to be undertaken to get him/her into his/her property before work is under taken.
- 7.3 Payment arrangements for replacement keys and 'lock outs' are as set out in item 3.0.

8.0 No access

- 8.1 If the tenant agrees to provide access to a contractor to carry out repairs, then fails to do so on two occasions, the Association may recharge the tenant any costs received from the contractor.

9.0 Vacating Tenants

- 9.1 The Association will charge vacating tenants any cost of house cleaning and item removal from the property.
- 9.2 Outgoing (former) tenants will be charged for any damage to the property other than 'wear and tear'.
- 9.3 Should the damage have been found to have been caused by wilful vandalism, the police will be notified.

10.0 Damage resulting from police action



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- 10.1 The Association will levy a charge against tenant(s) for damage incurred from police forcing entry to the property regardless of the situation.
- 10.2 The Association will not be held responsible for any damage caused by Police action whatsoever, regardless whether the tenant, or a member of the tenant's household, or visitor are charged or not. We will require to be paid for any works carried out by us.
- 10.3 We will in the event of Police forcing entry make the property secure until an agreement has been reached with us with regard to payment
- 10.4 Forced entry taken for health reasons will be view differently from the above.
- 10.5 In the circumstance where the Police have forced the wrong door, we will take cognisance of that and may wave the charge

11.0 Payment

- 11.1 Allpay.net Swipe cards for payment of all Rechargeable repairs can be sent to a tenant when a rechargeable repair is raised. This will allow payment at Post Offices, Pay Points and Pay Zones. We will also accept cash at the office or bank transfer. The payment method will be agreed with the tenant in advance of any repairs being carried out

12.0 Tenant Debt

- 12.1 If the tenant owes North View money for rechargeable repairs, the Association shall implement the conditions within 'Non-Essential Repairs and Major Repairs where the Tenant is in Arrears Policy' to determine if it will carry out future maintenance work.

13.0 Debt Recovery

- 13.1 The Finance Department will set up payment arrangements, monitor account balances, and implement debt recovery action as required.
- 13.2 Procedures will be put in place to ensure efficient and effective financial monitoring and debt recovery of all Rechargeable Repair accounts.

Former tenants will be vigorously pursued and every effort will be made to obtain forwarding addresses if known at the end of tenancy. The services of a Collection Agency may be used at the discretion of the Finance Manager and Director.



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13.3 The Association will try to recoup all costs from tenants in relation to rechargeable repairs. However in certain circumstances the Association may waive the charge; this will be at the discretion of the Maintenance Manager and/or the Director.

13.4 Tenants who are unhappy with the way the Association has dealt with them regarding rechargeable repairs can seek redress through the Association's Complaints Procedure.

14.0 Write Off of Debt

14.1 Only the Management Committee may "write off" bad debts in relation to rechargeable repairs.

14.2 This policy may be deviated from only with the prior approval of the Management Committee.

End of Policy

reviews and amendments

3/12/97	-	Policy established.
30/1/02	-	Policy reviewed.
22/11/06	-	Policy reviewed.
24/1/07	-	Item 10.0 amended.
30/7/14	-	Policy reviewed.
28/1/15	-	Policy reviewed.
26/2/2020	-	Policy Reviewed



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