Rechargeable Repairs

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

Glen Oaks Housing Association		
	Policy number:	**T10**
	Policy approved on:	26 August 2026
	Due for review:	August 2029

Our Vision, Mission Statement and Values

Glen Oaks' vision statement '**Where Communities Thrive**' and our mission statement '**Our aim is to provide good quality affordable housing and an excellent service. We will encourage resident participation and work with other agencies to regenerate our community**' provide the foundation for Glen Oaks Housing Association's commitment to its residents and the communities they live in.

This commitment is also demonstrated in the Association's values which were agreed following discussions with the Board and staff. Glen Oaks' values are fundamental to how we carry out our day-to-day activities.

Our values are:

respectful
we trust and respect our customers and each other

dedicated
we will give 100% commitment to our work

transparent
we will be open and honest about what we do

aspirational
we will strive to achieve the best we can for our communities

Equality & Diversity Statement

The Association is intent on ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; sex; marriage & civil partnership; race; religion or belief; sexual orientation; gender reassignment; pregnancy & maternity.

This document complies with the Association's Equality & Diversity Policy.

The Association will regularly review this document for equal opportunities implications and take the necessary action to address any inequalities that result from the implementation of the policy.

1.0 Introduction

1. Glen Oaks Housing Association Limited (hereinafter referred to as "the Association") will operate a rechargeable repairs service for current tenants, former tenants and, where appropriate, the estates of deceased tenants. Recovery from a deceased tenant's estate will only be pursued where it is lawful, reasonable and cost effective to do so.

The service is intended to ensure that any works falling outwith the Association's repair responsibilities, or arising from a tenant's breach of tenancy obligations, are carried out and that the associated costs are recovered from the responsible party.

1.2 The policy has also been developed in order to ensure that repairs which occur as a result of tenant abuse or neglect do not constitute a burden on the Association's Reactive Repairs Budget.

1.3 This policy applies to:

- Current tenants of the Association.
- Former tenants of the Association.
- Individuals occupying Association properties under a tenancy or occupancy agreement.
- The executors, administrators or representatives of deceased tenants where liabilities remain outstanding following termination of a tenancy.

The policy applies to rechargeable repairs identified during a tenancy, at tenancy termination, during the void period, or following the death of a tenant. Any reference to "tenant" within this policy shall, where appropriate, include former tenants and the estates of deceased tenants

2.0 Links to the Scottish Social Housing Charter

2.1 This policy statement supports Glen Oaks Housing Association in achieving the following relevant Charter Outcomes and Standards:

Getting good value from rents and service charges:

- **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.

Housing Quality & Maintenance:

- **4: Quality of Housing**
  Social landlords manage their businesses so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair

- **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.

3.0 Legal and Regulatory Framework

3.1 The Association, in providing a rechargeable repairs service, will meet its legal requirements in terms of the Housing (Scotland) Act 2001 and all other relevant legislation.

3.2 In formulating and implementing this policy, the Association is committed to meeting all relevant statutory and regulatory requirements, including those pertaining to Health & Safety and Good Practice.

4.0 Delegation of Responsibility

4.1 Overall control of the policy rests with the Chief Executive. The Chief Executive has delegated authority to make operational decisions within the scope of the current policy.

4.2 The Customer Services Director is responsible for the day-to-day implementation of the policy and will report to the Board on the number of rechargeable arrears cases and outstanding arrears on a quarterly basis.

4.3 The Customer Services Director and other members of the Association's staff have delegated authority for the instruction of works, payment of invoices in accordance and collection of arrears within the levels set in the Association's Procurement Policy.

5.0 Rechargeable Repairs Service

5.1 In line with the Tenancy Agreement, the Association's Repairs and

Maintenance Policy and the Tenant Handbook, the tenant will be required to make good any damage, deliberately caused by them or any member of the tenant's family or visitor to the tenant's home, to the following items:

(i) The structure and exterior of the building, including the roof, chimneys and flues, gutters and down pipes and external painter work.
(ii) The internal walls, floors, ceilings, doors and staircases.
(iii) Baths, wash-hand basins, WC's, showers and kitchen units.
(iv) Central heating systems, electrical wiring and door entry systems.

5.2 The tenant will be responsible for the items as listed below. Should the tenant wish that a repair be carried out to one of these items it will be on the basis of a rechargeable repair:

(i) Any tenants' belongings, including lights and fittings, floor coverings, kitchen and bathroom appliances etc.
(ii) Clearing of blocked waste or soil pipes where these are caused through negligence or improper disposal of items.
(iii) Internal decoration.
(iv) House Keys and Fobs - if the tenant loses keys and a forced entry is required, the tenant will be liable for making good the damage as well as for the cost of a new lock and keys.
(v) Cost of making good damage following forced entry by the Police.
(vi) Cost of an Emergency Call Out where no access is provided.

5.3 Where a tenant requests a rechargeable repair in advance, they will be expected to pay 100% of the cost of the works in advance. Only in circumstances where the repair cannot be delayed without consequent damage to the building or placing the tenant's health and safety at risk should a rechargeable repair be instructed without 100% payment in advance and in these situations staff must seek consent from the Customer Services Manager or Director prior to instructing the work.

5.4 Should any damage discovered through the Association's normal inspection process, or as a result of termination of a tenancy, not be made good by the tenant to a standard acceptable to the Association, within 28 days of the discovery of the damage, the tenant must:

(i) Allow the Association access for the purpose of repairing such damage.
(ii) Pay the Association, upon demand, the expense of the repair.

5.8 Persistent damage to the property by tenants may result in the Association taking steps to terminate the tenancy.

5.9

For the purposes of this policy, where there is any doubt, the Customer Services Director will determine whether a repair is rechargeable. In making this determination, consideration will be given to the circumstances of the case, available evidence, the tenant's responsibilities and whether the damage arose through negligence, misuse, wilful damage or accidental causes. Where damage results from a genuine accident, the Association may determine that no recharge will be applied.

Before a recharge is applied, appropriate evidence should be obtained and retained. Evidence may include inspection notes, photographs, contractor reports, tenancy records, staff observations or resident statements.

5.10 The tenant may appeal against the Customer Services Director’s decision in writing through the Association’s normal Complaints Procedure.

5.11 All rechargeable repairs must be recorded on the Association's Housing Management System once liability has been established, by the member of staff who has raised the job or is processing the contractor invoice.

Recharge accounts must be raised on the Housing Management System no later than the date the contractor invoice is received and approved for payment.

Supporting evidence including photographs, inspection records, contractor invoices and correspondence must be retained within the tenancy record.

Managers will undertake periodic monitoring to ensure that rechargeable repairs are raised promptly and accurately.

6.0 Debt Recovery

6.1 The Association will seek to tackle arrears recovery at the earliest opportunity. We are committed to effective debt recovery which will be based on a consistent approach to each case.

6.2 Recharge Invoices will be issued by the member of staff who has created the rechargeable repairs account and due for payment within 28 days from the date of issue. The following escalation process will apply to unpaid debts:

6.3 If payment is not received within 28 days of the invoice date, responsibility for recovery of the debt will transfer to the Tenancy Services Officer for the relevant patch area. A First Reminder Letter will then be issued to the tenant's address.

The letter will:

- Clearly state the outstanding balance and urgent need of settlement
- Advise of potential consequences of non-payment
- Invite contact to establish reasons for non-payment

Before legal action is considered, the Association will seek to agree a reasonable repayment arrangement where appropriate. This may take account of affordability and individual circumstances.

6.4 If no contact has been established and no payment has been received 7 days after reminder has been sent, a small claims court letter will be issued. The letter will contain the same information as the first reminder letter and will inform that if payment is not received, the Association will proceed with legal action in order to recover sums due

6.5 The Association will be required to take further action if resident:

- Fails to make full payment of arrears within 7 days of being served with the final reminder letter; or
- Fails to make contact with the Association within 7 days of being served with the final reminder letter.

6.6 Based on the anticipated cost of pursuing legal action being in excess of £250 per action, it is only considered economical to pursue a debt over £750.

6.7 Once a recovery action commences, legal costs will accumulate and all such accrued costs will be added to the debt owed by the resident.

6.8 Once decree is granted, if full payment (inclusive of legal costs) is still not forthcoming, either by one-off payment or by means of an agreed repayment arrangement, Sheriff Officers will be called upon to carry out debt enforcement action. This may include:

- Freezing of Bank Account;
- Attachment (non-essential goods out with the home) or Exceptional Attachment (non-essential goods inside the dwelling house) Orders;
- Earnings Arrestment;
- Sequestration; &
- Any other legal means to ensure recovery.

6.9 Where a former tenant has not left a forwarding address or cannot be located at the address given and the value of debt is in excess of £150, a legal search to locate a new address for the tenant will be requested to allow appropriate legal action to be pursued.

6.10 The Association may also consider the employment of Debt Collection Agencies for the recovery of outstanding recharge payments.

6.11 The Association may seek recovery of rechargeable repair costs from the estate of a deceased tenant where there are sufficient assets within the estate and where recovery is considered reasonable, proportionate and cost effective.

In determining whether recovery action should be pursued, the Association will consider:

- the value of the debt;
- the anticipated cost of recovery;
- whether an executor or administrator has been appointed;
- the likelihood of recovery; and
- any exceptional circumstances.

Where there are no identifiable estate assets, or where recovery is unlikely to be cost effective, the debt may be considered for write-off in accordance with the Association's financial procedures.

6.12 The Association will take account of vulnerability, financial hardship and exceptional circumstances when considering recovery action and may exercise discretion where it is reasonable and proportionate to do so.

7.0 Risk Management

The Association will minimise financial, operational and reputational risk by ensuring rechargeable repairs are identified, recorded and recovered consistently, with appropriate monitoring to support effective cost recovery and value for money.

8.1 Policy Review

8.1 This policy will be approved by the Chief Executive and reviewed at least every three years. An earlier review may be undertaken where required due to changes in legislation, regulatory requirements, operational needs, customer feedback, or as identified through the Association's risk management processes.

As part of the review process, the Association will consider tenant feedback on rechargeable repairs, including customer satisfaction survey results, complaints, compliments and comments received from tenants. This information will be analysed to identify opportunities for service improvement and to inform future policy development.

While this policy seeks to reflect current legislation and good practice, it is not intended to provide a comprehensive statement of the law. In the event of any conflict between this policy and applicable legislation or regulatory requirements, the legislation or regulatory requirements shall take precedence.

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