

CLYDE VALLEY HOUSING ASSOCIATION

Rechargeable Repairs Policy

Policy Number M08

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| • Policy Prepared by | Kevin McGhee Housing Maintenance Manager |
| • Reviewed by Committee | August 2010 |
| • Approved by Committee | August 2010 |
| • Date of Next Review | August 2013 |
| COMPATIBLE WITH: | |
| • Legislation | Yes |
| • Equality Policy | Yes |
| • Business Plan | Yes |
| • Performance Standards | Yes |
| • Tenant Participation Strategy | Yes |
| • Risk Strategy | Yes |
| • Statement on Openness and Confidentiality | Yes |

Please Note

On request, the Association will provide translations of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc. This can be arranged by contacting the Association's office.

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1. Introduction

- 1.1 This policy outlines the broad principles that will be used by Clyde Valley Housing Association (CVHA) in the management of Rechargeable Repairs.
- 1.2 The Rechargeable Repairs Policy has been set by the Board of CVHA and will be operated by officers of CVHA.

2. Aims & objectives

- 2.1 The Rechargeable Repairs Policy aims to ensure that the Association appropriately identifies, records, monitors and recovers costs associated with Rechargeable Repairs.
- 2.2 The main objectives of this policy include:
 - ensuring that systems are established to enable the Association to comply with its duty in relation to rechargeable repairs;
 - providing a prompt, efficient and cost effective responsive rechargeable repairs service;
 - operating an effective rechargeable repairs monitoring system;
 - ensuring that all internal functions make the appropriate contribution to the monitoring and recovery of rechargeable repairs;
 - having systems and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both Association and tenant;
 - ensuring that audit trails exist in the rechargeable repairs systems;
 - ensuring that reporting systems are in place to promote feedback to monitor the rechargeable repairs system;
 - reviewing policies, procedures and systems regularly to ensure they are up to date and reflect current best practice guidance and legislation; and
 - responding promptly to missed payments, establishing early contact if arrears persist and endeavouring to pursue full recovery of rechargeable repairs debt.

3. Corporate fit

3.1. Legislation & best practice

- 3.1.1 CVHA will comply with all relevant legislation, regulations, performance standards or any targets set down by the Scottish Housing Regulator in terms of Rechargeable Repairs.
 - 3.1.2 CVHA's Rechargeable Repairs Policy is consistent with our Housing Maintenance Policy Guide and Asset Management Strategy.
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3.2. Equalities

3.2.1 CVHA's Rechargeable Repairs Policy complies with CVHA's Equality Policy to ensure equality of treatment for all tenants without discrimination or prejudice. At all times CVHA will therefore consider all customers, regardless of sex, faith or religion, race, ethnic origin, sexual orientation, mental or physical health, disability or marital status.

3.3. Confidentiality

3.3.1 CVHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence under the Data Protection Act 1998 and in line with CVHA's Openness and Confidentiality Statement.

3.4. Business Plan & risk management

3.4.1 CVHA's Business Plan assumes that rechargeable repairs will be pursued and recovered where appropriate. We therefore seek to mitigate against business risk through maximising our recovery of rechargeable repairs and managing rechargeable repairs in an efficient, effective and economic manner.

3.5. The Board

3.5.1 The Board, via the Operations Committee, will monitor the implementation of this policy to ensure that it is properly operated, that there is appropriate officer involvement in the processes used in managing rechargeable repairs, and that there is effective scrutiny of the Rechargeable Repairs Policy.

3.5.2 The Board will ensure that the Rechargeable Repairs Policy is meeting its intended objectives and that appropriate monitoring and reporting of activities takes place. In implementing its Rechargeable Repairs Policy certain functions are the responsibility of the Board or nominated committee, although staff have delegated authority to undertake many tasks. Examples of key functions / tasks are summarised below.

| Function / task | Responsibility |
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| Rechargeable Repairs Policy – review, amendment & approval | Operations Committee responsible for making recommendations to Board for approval. |
| Rechargeable Repairs Procedures – development, monitoring & review | Operations Director and Housing Maintenance Manager to develop operational procedures that reflect the principles set out within the Rechargeable Repairs Policy. |

4. Rechargeable repairs

4.1 What are rechargeable repairs?

4.1.1 CVHA's conditions of tenancy set out the repairs responsibilities of both landlord and tenant. Repairs that are the tenant's responsibility are outlined in the Association's Housing Maintenance Policy Guide, our Tenant's Handbook and on our website.

4.1.2 'Rechargeable repairs' occur where there is a need to carry out a repair and it is reasonable for CVHA to conclude that the repair was the tenant's responsibility and necessary as a direct or indirect result of their actions. Examples of circumstances where CVHA will recharge tenants for the full costs associated with a repair, include where repairs are required because of:

- vandalism, negligence, destructive actions by the tenant or visitor to the property or where no action by the Association could result in serious damage to the property and / or neighbouring homes;
- wilful damage (where this is due to vandalism, it must have been reported to the Police);
- forced entry is required owing to lost keys;
- the emergency call-out system being misused; and
- no access to specifically arranged jobs, such as emergencies.

4.1.3 In these circumstances, the Association may undertake a repair but recharge the relevant tenant for the costs incurred. Where a tenant reports such a repair, the Association will:

- advise of the tenant's responsibilities under the terms of the Tenancy Agreement with respect to payment of recoverable charges;
- seek to obtain the tenant's agreement prior to any work being instructed, unless in an emergency situation; and
- seek to recover sums due in line with the Association's debt recovery processes.

4.2 Emergency works

4.2.1 When an emergency rechargeable repair is reported, the tenant, or the person reporting the repair on the tenant's behalf, will be advised that the repair will be recharged in terms of the conditions of tenancy. The Association will only complete works of an emergency or Health & Safety nature, where failure to act could result in personal risk and / or damage to the property and / or neighbouring homes.

4.2.2 The approximate cost of the rechargeable repair will be notified to the tenant. The tenant will be given the opportunity to rectify the fault using their own contractor if they wish, prior to CVHA raising an order. However if the tenant wishes CVHA to undertake the repair, as soon as the invoice is received by CVHA from the contractor, an account will be sent out.

4.2.3 Where an emergency call out is made for a non-emergency repair the tenant will be recharged the cost of the call-out as well as a service charge.

4.3 Non-emergency works

- 4.3.1 When a non-emergency rechargeable repair is reported, the tenant, or the person reporting the repair on the tenant's behalf, will be advised that the repair will be recharged in terms of the conditions of tenancy. The Association will only complete works of a non-emergency nature where there are Health & Safety or other reasonable considerations, where failure to act could result in damage to the property and / or neighbouring homes.
- 4.3.2 The approximate cost of the rechargeable repair will be notified to the tenant, based upon Association's contract rates or in negotiation with the contractor prior to raising an order. The tenant will be given the opportunity to rectify the fault using their own contractor if they wish, prior to CVHA raising an order. However if the tenant wishes CVHA to undertake the repair, as soon as the invoice is received by CVHA from the contractor, an account will be sent out.

4.4 Routine repairs

- 4.4.1 Where a routine repair is carried out and it is reasonable to conclude that the repair was the tenant's responsibility and necessary as a direct or indirect result of their actions, the tenant will be recharged the full cost of the repair (e.g. as a result of vandalism, police forcing entry with a lawful warrant, damage or neglect to the component or property).
- 4.4.2 If a tenant wishes CVHA to complete a routine repair that is rechargeable they will be required to sign a mandate for the works to be carried out and to confirm that they will pay for the works along with the associated service charge. They will also require to pay a deposit of at least 25% of estimated costs in advance of works being instructed.

4.5 Invoicing rechargeable repairs

- 4.5.1 CVHA will levy a service charge for administering rechargeable repairs. This will be calculated as 10% of the total cost of repair incurred by CVHA, up to a maximum of a £50 service charge.
 - 4.5.2 On completion of the repair and receipt of invoice from the contractor, CVHA's Operations team will pass details to the Finance team within 14 days. In turn the Finance team will issue an invoice to the tenant within 14 days.
 - 4.5.3 The tenant will be required to settle the account or make arrangements to pay the account within 28 days of it being issued. If no response is received within this timescale then a final reminder will be sent giving a further 7 days to settle the account or make arrangements to pay it.
 - 4.5.4 CVHA will seek payment of the full amount but if this is not possible, for example where there is evidence of financial hardship, the Housing Officer will agree a reasonable repayment arrangement with the tenant.
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5.1 Debt recovery

- 5.1.1 The Association will take all reasonable steps to recover the costs associated with rechargeable repairs in line with CVHA's established debt recovery processes. This may include small claims action or legal action if appropriate.
- 5.1.2 Tenants with outstanding debt in relation to rechargeable repairs, not making any reasonable attempt to pay, may only receive a statutory repairs service until a payback arrangement has been agreed and maintained for at least three months.
- 5.1.3 Housing Officers will be responsible for agreeing and monitoring repayment arrangements that are reasonable in the view of CVHA. If a tenant is already making arranged payments for rent arrears, the Housing Officer will agree a reasonable repayment plan so that an appropriate amount is put towards recovery of the rechargeable repair debt.
- 5.1.4 Tenants in debt to the Association in relation to rechargeable repairs may not be considered for a transfer to another CVHA property until the debt has been paid in full.
- 5.1.5 Where a rechargeable repairs debt relates to a former tenancy, this sum will be pursued by the Operations team in line with CVHA's established debt recovery processes.

6. Monitoring and review

- 6.1 CVHA will publicise its Rechargeable Repairs Policy through our intranet.
 - 6.2 CVHA will typically review its methodology for managing Rechargeable Repairs every three years or sooner if required by statutory, regulatory or best practice requirements.
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