

Recharge Repairs Policy

Recharge Repairs Policy

AS WITH ALL OF THE ASSOCIATION'S POLICIES and PROCEDURES, THIS GUIDE, IN FULL AND IN PART, CAN BE MADE AVAILABLE IN SUMMARY, ON TAPE, IN BRAILLE, AND IN TRANSLATION INTO MOST OTHER LANGUAGES –

**PLEASE ASK A MEMBER OF STAFF IF YOU WOULD LIKE
A VERSION IN A DIFFERENT FORMAT**

Relevant Regulatory Standard(s)	
Approved By	Committee of Management at the meeting on 24th SEPTEMBER 2025
Date Next Review Due	SEPTEMBER 2027
Reviewed	
Approved By	

Recharge Repairs Policy

Date Reviewed	Reviewed By	Summary of Updates

Recharge Repairs Policy

1. Introduction

- 1.1. This policy document sets out how the Association deals with works which are a tenant's responsibility. The principle we work to is that we will always seek to recover the cost of works, which are due to us by tenants, former tenants and others.
- 1.2. The aim of the Rechargeable Repairs Policy is to ensure that the Association appropriately identifies, records, monitors and recovers costs associated with any rechargeable repairs.
- 1.3. The policy should be read in conjunction with the Association's policies in respect of Repairs Inspections, Right to Repair, Tenants Alterations and Improvements (Incorporating Right to Compensation), Complaints and Void Management.
- 1.4. The details of how the policy will be put into practice are laid out in the Rechargeable Repairs Procedure.
- 1.5. This policy has been developed to be consistent with the aims of the Association's Equality and Diversity Policy.
- 1.6. The objectives of this policy are to:
 - 1.6.1. Ensure awareness of rechargeable repairs with tenants
 - 1.6.2. Ensure precise and clear communication to tenants
 - 1.6.3. Ensure detailed and itemised billing
 - 1.6.4. Ensure transparent costs and identification of works
 - 1.6.5. Ensure timely processing of rechargeable repairs
 - 1.6.6. Provide clarity on any subjective element of work
 - 1.6.7. Help to reduce the level of rechargeable repairs
 - 1.6.8. Assist with debt recovery process
 - 1.6.9. Maximise recovery of debts from rechargeable repairs

2. Aims and Objectives

- 2.1. The aims and objectives of this policy are to clearly outline the circumstances in which it would be appropriate to recharge tenants for repairs. The Association must be clear regarding this as requesting monies from tenant's should not be done without due consideration.
- 2.2. Circumstances of when recharge repairs occur and the actions that the Association will take are noted below, this is to highlight when it is appropriate to action rechargeable repairs.

Recharge Repairs Policy

- 2.3. The Association will inform tenants which repairs we consider to be their responsibility and if appropriate provide a brief specification for the necessary remedial works.
- 2.4. We will allow the tenant a reasonable period of time to do all necessary works. The timescale within which the repair is required to be carried out may vary depending on the nature of the work (see comments below regarding danger to life and property). However, at the very least the tenant will be expected to complete the repair prior to the end of tenancy. The timescale stipulated will be at the discretion of the Association.
- 2.5. When reporting rechargeable repairs customers will be given the option to arrange to carry these works out themselves. This only applies to very minor works, such as replacement of locks and glazing etc. Customers are not permitted to carry out works of a health and safety nature, or any works relating to asbestos, water, heating, gas or electricity.
- 2.6. Where work is not done within the specified timeframe or to an acceptable standard, we may decide to instruct the work and recharge the tenant. We will always tell the tenant before we issue the works instruction except in instances where we consider the outstanding work to be dangerous (see section 2.8).
- 2.7. When the Association issues work to a contractor(s) to complete rechargeable repairs, the Association will send a copy of the Works Order to tenants along with the recharge invoice, so tenants have evidence of works being issued for the rechargeable repair.
- 2.8. Where the Association considers a danger to life or property, we will immediately instruct the repair ourselves and recharge the tenant accordingly.
- 2.9. The Association will inspect the house to ensure all necessary works have been done to an acceptable standard-the timescale for inspection will be dependent on that stipulated for work to be carried out (see section 2.4).
- 2.10. We will always seek to recover, when considered cost effective to do so, charges from tenants, former tenants and others for the cost of works that are due to us.

3. Tenancy Agreement

- 3.1. Our Tenancy Agreement sets out the responsibilities and duties we and our tenants have in maintaining the house in a habitable and lettable condition. For ease of reference relevant extracts from the Agreement are detailed in Appendix 1.

Recharge Repairs Policy

4. Tenant Alterations

- 4.1. Tenants may, with our approval, make alterations to our houses. We will deal with all requests for approval in accordance with the requirements of the Housing (Scotland) Act 2001. This will include:
 - 4.1.1. Calculating appropriate levels of compensation payable by the Association to the tenant in cases where the alteration proposed is a 'Qualifying Improvement' under the Act.
 - 4.1.2. Requiring a tenant to reinstate the house to its original condition prior to the end of the tenancy. This would usually occur where the alteration approved was not a 'Qualifying Improvement' and had either been approved by the Association on the basis that it be reinstated at the end of the tenancy or had been carried out by the tenant without prior approval. In cases where the house has not been satisfactorily reinstated the Association will instruct the necessary works and invoice the tenant/former tenant for the cost.
- 4.2. For further information in respect of tenant's alterations, refer to the Association's Policy in respect of Alterations and Improvements by Tenants (Including those subjects to Right to Compensation).

5. Pre-termination and Void Inspections

- 5.1. In managing the maintenance of void properties, the Association will:
 - 5.1.1. Inspect properties as soon as possible after notice of termination is given by the tenant (See Void Management Policy: Pre-Termination Inspection).
 - 5.1.2. Tell tenants of any repairs/reinstatement works which are their responsibility and of the Association's requirement that these be carried out to an acceptable standard before the end of the tenancy (Also note comments in Section 2.1 regarding outstanding works considered dangerous)
 - 5.1.3. Explain the Association's policy on rechargeable Repairs to the tenant and provide them with a summary of the policy that incorporates a list of rechargeable items. The tenant's signature should be secured on a mandate which confirms that the tenant understands their obligations under the policy (i.e. for any rechargeable items which have already been identified or are identified subsequently, for instance, at the void inspection)
 - 5.1.4. At the void termination inspection establish if all the required work has been completed prior to the end of the tenancy.

Recharge Repairs Policy

- 5.2. If it is established at the void property inspection that the outgoing tenant has not satisfactorily completed all works that are their responsibility, the Association will instruct the works and invoice the former tenant for the cost.

6. End of Tenancy

- 6.1. There will be occasions when it will not be possible to carry out an End of Tenancy Inspection.

6.1.1. Eviction, Abandonment and Repossession

- 6.1.1.1. A void inspection will be carried out and a photographic record taken of any damage of work required to the property which is deemed to be the former tenant's responsibility.
- 6.1.1.2. When a forwarding address exists, the former tenant will be written to advising that they will be recharged for the cost incurred by the Association.
- 6.1.1.3. Where no forwarding address is known a file note will be made of the costs incurred for future reference should the Association become aware of the former tenants whereabouts.

6.1.2. Death

- 6.1.2.1. A void inspection will be carried out and a photographic record taken of any damage or work required to the property which is deemed to be the deceased's responsibility.
- 6.1.2.2. To maintain a degree of sensitivity, the Association will allow a period of seven days to elapse prior to contracting the next of kin or executor/executrix if known. This should ensure sufficient time for funeral arrangements etc. to be completed.
- 6.1.2.3. The estate, where one is present, will be pursued to recover costs. Where no contract can be established a file note will be made of the costs incurred and a recommendation made to Committee that the costs be written-off.

7. Internal Transfers

- 7.1. In managing internal transfers, the Association will:

- 7.1.1. Inspect the property as part of our procedures for Internal Transfers.

Recharge Repairs Policy

- 7.1.2. Advise the tenant of any repairs which are their responsibility and of the timescale within which the Association requires to have these carried out.
- 7.1.3. Ensure the tenant confirms in writing their acceptance of responsibility for the works identified, which includes an undertaking to meet the costs of all works should they not be completed at the end of their tenancy. We will require this undertaking if they are to be retained on the transfer list.
- 7.1.4. Recognise that there may be some time between the initial inspection and a suitable property becoming available for that applicant. We would not normally require a tenant to carry out the required repairs immediately. We would, however, expect the works to be completed by the end of tenancy or within any other timescale stipulated by the Association (Note comments under 2.1).
- 7.1.5. If associated rechargeable repairs highlighted at the end of tenancy inspection are not completed in full or to a reasonable standard, then the Association will refuse any tenancy transfer until these are rectified.
- 7.1.6. Note in the tenants file/on their transfer application that there are outstanding works to be completed before the transfer is finalised.

8. Mutual Exchanges

- 8.1. In relation to mutual exchanges, the tenant moving into a property does so, based on 'taken as seen'. This would include taking responsibility for any outstanding repairs, reinstatement works which are the tenant's responsibility and, therefore, potentially rechargeable.
- 8.2. In such cases the incoming tenant would be required to sign an undertaking confirming that they take responsibility for the identified repair and/or reinstatement work. This will be noted in the Association's data base.
- 8.3. Exceptions to the above would be where the outstanding works constituted a danger to life or property (See Section 2.1). In such circumstances, the Association would arrange for the work to be carried out immediately and the cost charged to the outgoing tenant.
- 8.4. It should be noted that on their date of entry the new tenant will require to give access to the Association in order that the necessary electric and gas safety inspections can be carried out. The Association will recharge for these compliance inspections as they are an additional service that tenants are liable for due to the instigation of the mutual exchange.

Recharge Repairs Policy

9. Void Inspections

- 9.1. Where a rechargeable repair is identified during a void property inspection, this will be established by the Property Services Officer.
- 9.2. All cases of rechargeable repairs will be recorded on the former tenants file and the Association's data base. The record will include:
 - 9.2.1. Details of the nature and cost of the repair
 - 9.2.2. Confirmation of whether the former tenant was invoiced and of any payment(s) received.

10. Forced Access

- 10.1. The Association will force access to ensure that statutory and legislative safety checks can be carried out within the required timescales i.e. gas safety check before the annual anniversary date and before the 5-year anniversary renewal date for an electrical inspection condition report (EICR)
- 10.2. In an emergency the Association may force access, if access is refused to carry out works to protect the health and safety of other occupants or to protect the fabric of the building from damage.
- 10.3. Where access procedures have been followed and the tenant has not engaged or responded to reasonable access requests a recharge invoice will be raised to cover the costs for administration and direct contractor costs. The tenant may be recharged if access is refused and then subsequently allowed at the arranged forced access date.

11. Caution Register

- 11.1. The Association, via the Caution Register procedure, will notify tenants that they have been put on the Caution Register, and as such, will require joint visits from contractors. As and when repairs occur within a property where a tenant is on the Caution Register, and a contractor is instructed to take two operatives, the tenant will be recharged a labour rate due to the Association having to cover the costs of the joint visit.

12. Wind and Watertight Repairs

- 12.1. Should tenants continue to require repairs that are deemed rechargeable, and this is due to malicious or careless acts on behalf of tenants, the Association may consider restricting repairs at tenant's properties that are only deemed essential and required for health and safety matters.

Recharge Repairs Policy

- 12.2. Any decision to put a property onto “wind and watertight” repairs will be reviewed every 12 months and considerations will be taken for the property to return to the full repairs service if decreases in incidences involving recharge repairs have reduced.

13. Miscellaneous Recharges

- 13.1. The requirement for issuing rechargeable repairs will be varied and depend on the nature of any given circumstance. It will be for the members of the Property Services team to determine when a recharge repair is the necessary course of action.

- 13.2. Circumstances that may arise that have not already been highlighted may include but are not limited to:

- 13.2.1. Lock changes as requested by tenants
- 13.2.2. Acts of Vandalism
- 13.2.3. Damage due to failure of not reporting a repair in a timely manner
- 13.2.4. Damage to a neighbouring property due to repeated neglect regarding water safety; for example, overrunning baths, not reporting damaged seals etc.

- 13.3. There will be certain circumstances where damage has occurred, but no recharge is to be applied, and this is outlined as follows:

- 13.3.1. Where emergency services have had reason to force access to ensure the safety of a resident within their home
- 13.3.2. Where damage to a home is a result of a medical condition, WSHA will engage with the household to explore other methods of support
- 13.3.3. As a result of an incident where the tenant can provide a crime reference number which relates to the damage.
 - 13.3.3.1. Where a crime reference number leads to a conviction against a tenant and the forced access incident has lead to costs less than the Associations insurance excess of £1000.00, the Associations will issue a recharge for these repairs to the tenants.

14. Domestic Abuse

- 14.1. The Association will not seek recharges in any circumstances where domestic abuse is either suspected or confirmed in relation to property damage, forced access from the emergency services (because of welfare checks) or failure to report repairs for fear of repercussions.
- 14.2. Decisions regarding the above will be made in conjunction with the Associations Domestic Abuse Policy.

Recharge Repairs Policy

15. Costs Charged

- 15.1. The costs that will be charged to the former/tenant will be the actual cost of repair, replacement, or works as charged to the Association, plus a charge for administration. This charge will be as follows:

15.1.1. Cost of Works	Administration Charge
Up to £100	£10
£101 to £200	£20
£200 +	10% of costs

16. Appeal

- 16.1. Tenants have the right of appeal, regarding any rechargeable repair/work carried out by the Association. This must be done in writing within 14 days of being notified that they are to be recharged for work/repairs carried out by the Association.
- 16.2. The appeal will be submitted for consideration to the Property Services Manager and Housing Manager who will make a joint decision on whether the appeal will be considered for cancellation or should be processed for payment as originally decided.
- 16.3. If tenants disagree with the Appeals process decision (where the recharge must be paid), they can withhold payment and request to take the appeal decision through the Association's complaints procedure. This complaint will be considered by the Property Services Manager and the Housing and Communities Manager. If the decision is to not uphold the Appeals decision the recharge will be underwritten. Conversely, if the decision is to uphold the Appeals decision, payment must be made within 14 days of the date stated within the Stage 1 complaint letter.
- 16.4. If tenants are still not satisfied with this outcome (where the Stage 1 complaint is not upheld and the recharge must be paid), then they should follow the Association's complaint procedure, regarding escalating this to a Stage 2 complaint, whereby it will be considered by both the Directors of Property Services and Housing and Communities. If the decision is to not uphold the Appeals decision the recharge will be underwritten. Conversely, if the decision is to uphold the Appeals decision, payment must be made within 14 days of the date stated within the Stage 2 complaint letter.
- 16.5. If tenants are still not satisfied with the Stage 2 complaint outcome, they should refer this to the Complaints Ombudsman, in line with the Association's complaints procedure.

Recharge Repairs Policy

- 16.6. Should the Complaints Ombudsman agree that the Association followed the right course of action, then tenants should pay the recharge within 14 days of the date the Ombudsman clarifies its approval of the Associations decision. If the Ombudsman states that the recharge should be waived, then the Association will underwrite the recharge repair.

17. Recovery of Costs

- 17.1. All costs associated with rechargeable repairs must be paid in full at the earliest opportunity.
- 17.2. Where possible the Association will seek to recover payment for recharges in advance of issuing repairs. This will be communicated to tenants by explaining the cost of the repairs and how much they are due to pay.
- 17.3. If payment in full cannot be made, an agreement can only be reached with the Senior Property Services Officer and in their absence the Property Services Manager.
- 17.4. The Association reserves the right to pursue legal action where a former or current tenant fails to pay costs incurred. Such action may involve a small claims action and or eviction action at the discretion of the Management Committee.

18. Equal Opportunities Testing

- 18.1. In accordance with the Association's Equality & Diversity Policy, this Policy has been consciously considered to judge whether there is any likelihood that its presentation or operation could in any way lead, no matter how inadvertently, to discrimination. The conclusion of this exercise is that it is believed that the Policy should operate in a non-discriminatory way.

19. Policy Review

- 19.1. This policy will be reviewed every 2 years.

Recharge Repairs Policy

Appendix 1

EXTRACTS FROM TENANCY AGREEMENT

- 2.2 You, those living with you, and your visitor must take reasonable care to prevent damage to
- the house
 - decoration
 - our furniture
 - the fixtures and fittings
 - the common parts
 - your neighbour's property
- 5.2 Before the start of the tenancy we will inspect your house to ensure that it is wind and watertight, habitable and., in all other respects, reasonably fit for human habitation...
- 5.3 During the course of your tenancy, we will carry out repairs or other works necessary to put the house in a condition which is tenantable, wind and watertight and, in all other respects, reasonably fit for human habitation...
- 5.6 Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness *except where caused by the actions of the tenant or those living with you*
- 5.8 ... We will not, however be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.
- 5.9 ... Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, negligently or accidentally by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair.
- 5.16 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear...

Recharge Repairs Policy

- 5.21 If you carry out any alterations or improvements without our permission, we are entitled to restore the house to its previous condition during, or at the end of, your tenancy. If we do so, we are entitled to charge you for this work.
- 6.8 Before moving out of your house, you must do the following:
- Leave the house in a clean and tidy condition...
 - remove any fixtures and fittings you have installed without our written permission and put right any damage caused ...
 - leave the house in good decorative order
 - do the repairs you are obliged to do
 - give us a forwarding address unless there is good reason for not doing so.