

## Policy on Rechargeable Repairs (2)

**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**

Approved By	Committee of Management at the meeting on 3 <sup>rd</sup> March 2010
Last Review	November 2015
Next Review	November 2020

## 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 always seek to recover the cost of works which are due to us by tenants, former tenants and others.
- 1.2 The paper 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) and Void Management.
- 1.3 The details of how the policy will be put into practice are laid out in the Rechargeable Repairs Procedure.
- 1.4 This policy has been developed to be consistent with the aims of the Association's **Equality and Diversity Policy**.

## 2. Policy on Rechargeable Repairs

- 2.1 The policy principles are as follows:
  - We will tell our tenants which repairs we consider to be their responsibility and if appropriate provide a brief specification for the necessary remedial works
  - 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.
  - 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 below).
  - Where we consider a danger to life or property would exist we will immediately instruct the repair ourselves and recharge the tenant accordingly.
  - We will inspect the house to ensure all necessary works have been done to an acceptable standard-the timescale for inspection will be dependant on that stipulated for work to be carried out (see above).

- 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 (see also 8.2, below).

### 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.

The Tenancy Agreement says:

*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.*

It should be noted that paragraph 5.9 does not apply to damage caused by:-

- fair wear and tear
- Vandalism (provided that you reported the damage to the police and us as soon as the damage is discovered), and subject to the vandalism not being by you, anyone living with you or an invited visitor to your house.

*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.*

### 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:-
- 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.
  - 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 tenants alterations, refer to the Association's Policy in respect of Alterations and Improvements by Tenants (Including those subject to Right to Compensation).

### 5. Pre-termination and Void Inspections

- 5.1 In managing the maintenance of void properties the Association will:-
- Inspect properties as soon as possible after notice of termination is given by the tenant (See Void Management Policy: Pre-Termination Inspection).
  - 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)
  - Explain the Association's policy on Re-chargeable 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)
  - At the void inspection establish if all the required work has been completed prior to the end of the tenancy.

- 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. Internal Transfers

- 6.1 In managing internal transfers the Association will:

- Inspect the property as part of our procedures for Internal Transfers.
- Advise the tenant of any repairs which are their responsibility and of the timescale within which the Association requires to have these carried out.
- 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.
- 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 the tenancy or within any other timescale stipulated by the Association (Note comments under 2.1 regarding outstanding works considered to be dangerous).
- Note in the tenants file/on their transfer application that there are outstanding works to be completed before the transfer is finalised.

## 7. Mutual Exchanges

- 7.1 In relation to mutual exchanges, the tenant moving into a property does so, on the basis of 'taken as seen'. This would include taking responsibility for any outstanding repairs, reinstatement works which are considered to be the tenants responsibility and, therefore, potentially rechargeable.
- 7.2 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 house file and the Association's data base.

- 7.3 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.
- 7.4 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. There will be no charge to the tenant for these inspections.

### **8. Void Inspections**

- 8.1 Where a rechargeable repair is identified during a void property inspection, this will be established by the Repairs Officer.
- 8.3 All cases of rechargeable repairs will be recorded on the former tenants file and the Association's data base. The record will include:
- Details of the nature and cost of the repair
  - Confirmation of whether or not the former tenant was invoiced and of any payment(s) received.

### **9. Policy Review**

- 9.1 The Policy on Rechargeable Repairs will be reviewed and submitted to Committee for approval every five years or sooner, if necessary, due to changes in legislation, regulatory requirements or best practice guidance.

## 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 neighbours 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 paragraph 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 you 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...

- 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.