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**POLICY**

**Recharge Policy**

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# Wellhouse - The Place to Be

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**Date of Next Review: August 2026**

**Reviewed by: Housing and Customer Service Manager & Maintenance Manager**

**We can produce this document in different formats, for instance, in larger print, Braille or audio-format. we can also translate this document into specific languages, as appropriate.**

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## Section 1

### Introduction and Policy Statement

1.1 Wellhouse Housing Association (WHA) is dedicated to keeping our properties and common areas in top condition. We achieve this by following clear guidelines outlined in our policies: Repairs & Maintenance, Right to Repair, Estate Management, and Rechargeable Repairs.

1.2 This policy works hand-in-hand with our Repairs & Maintenance Policy. Our goal is to make sure that any repairs caused by a tenant's misuse or neglect, and not covered by the tenancy agreement, don't result in tenants' rents being diverted from funding to maintain and invest in all of the housing stock to meet the cost of repairs due to misuse and negligence by individual tenants.

## Section 2

### Aims and Objectives

2.1 WHA is committed to meeting the high standards set by the Scottish Social Housing Charter, which came into effect in 2012. This Charter ensures tenants are treated fairly, have access to good quality housing, and receive timely repairs and improvements. The key areas we focus on are:

*1 - Equalities* – ‘every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.’

*4 - Quality of Housing* – ‘tenant’s 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* – ‘tenant’s homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.’

*13 - Value for money* – ‘tenants’, owners and other customers receive services that provide continually improving value for rent and other charges they pay.’

2.2 To ensure value for money, Wellhouse Housing Association (WHA) will obtain competitive quotes for reactive repairs and maintenance services, major investments, and cyclical works in accordance with relevant procurement legislation.

2.3 When repairs are required due to tenant abuse, neglect, or other actions identified within the tenancy agreement as tenant/shared owner responsibility, WHA will ensure

all work is carried out to a satisfactory standard. We will then offer reasonable repayment options to recover the cost of the repairs.

2.4 This policy is intended to discourage misuse and neglect of WHA properties. Tenants are responsible for the costs of repairs caused by their actions or omissions, as outlined in their tenancy agreements.

2.5 WHA takes pride in providing high-quality housing for our tenants and shared owners. We ask for your cooperation in preventing vandalism and neglect of our properties. This will help us keep our homes in good condition for everyone. To deter vandalism or neglect to our properties.

### **Section 3**

#### **What is Considered a Rechargeable Repair?**

3.1 This policy outlines situations where Wellhouse Housing Association (WHA) may recharge tenants for repairs. These situations are based on the Scottish Secure Tenancy Agreement and include:

Damage caused by the tenant, household member, or another person or persons who has been permitted access by the tenant or is acting on their behalf or with their permission:

- If a repair is normally WHA's responsibility, but the damage requiring repair is a result of accidental, negligent or deliberate acts or omissions by the tenant, a member of their household, a visitor or other person(s) who has been permitted access by or is acting on behalf or with permission of the tenant or shared owner then the tenant or share downer will be responsible for the repair cost.

Missed appointments and resulting charges:

- If a tenant fails to provide access for two scheduled appointments, including but not limited to gas safety inspections or repairs, and WHA incurs a charge for a third visit, the tenant will be responsible for that charge.

End of tenancy repairs:

- Damage identified during the end-of-tenancy inspection which is beyond that arising from normal wear and tear will be the tenant's responsibility.

Unreported damage and vandalism:

- WHA will recharge for repairs resulting from wilful damage or vandalism by the tenant, a household member, or a visitor, especially if not reported to the police.

Tenant-requested repairs:

- Repairs carried out at the tenant's request, such as replacing lost or broken keys, will be the tenant's responsibility.

Unapproved alterations:

- Any repairs as a result of alterations are recharged to tenant/s
- Any cost of restoration/remediation of unauthorised alterations are recharged to tenant and;
- Any cost to bring authorised alterations not carried out to an acceptable standard are recharged to tenant

Building insurance excess:

- If a rechargeable repair is covered by building insurance, the tenant/shared owner will only be responsible for the insurance excess amount.

## **Section 4**

### **Situations Where We May Not Recharge**

4.1 Wellhouse Housing Association (WHA) understands that there are situations where repairs may not be the tenant's responsibility. In these cases, WHA will not recharge the tenant for the repairs. These exceptions include:

- **Emergency Services Access:** If emergency services force entry to your home due to concern for your safety, you will not be charged for any resulting damage.
- **Domestic Violence:** If you are experiencing domestic violence and cooperating with the police and other agencies, WHA will not recharge you for repairs related to the incident.
- **Reported Vandalism:** If vandalism occurs and you report the incident to the police with a documented case number, WHA will not recharge you for repairs.
- **Vulnerable Tenants:** WHA may waive recharge fees for repairs in cases involving vulnerable tenants, assessed on a case-by-case basis.

- Fair Wear and Tear: Normal wear and tear from everyday use is the responsibility of WHA and will not be recharged to the tenant.
- Managerial Discretion: The Maintenance Manager, Housing Manager or Director may decide, at their discretion, to waive recharge fees in specific situations.

## Section 5

### When a Repair May Be Recharged

#### 5.1 Upfront Information

- When reporting a repair, you'll be informed if it's likely to be rechargeable and whether building insurance covers it (Building Insurance only covers the fabric of the building).
- If the repair is rechargeable, WHA will provide an estimated cost.
- We'll also advise you of any insurance excess you'd be responsible for if the repair is covered by building insurance. Excess is £1000.00

#### 5.2 Repair Options

- Unless it's an emergency, you can choose a qualified contractor to complete the repair yourself.
- In this case, a member of our Maintenance Team will inspect the completed work to ensure it meets our standards.
- If the work isn't up to standard, WHA will rectify it and recharge you for the cost.

#### 5.3 Payment Options

- We accept payment plans for non-emergency repairs.
- Typically, a 50% upfront payment is required before work begins, with the remaining balance paid in instalments (weekly, 4-weekly, or monthly) as agreed with the Housing Team.
- Failure to maintain the payment plan may result in:
  - Debt collection by the Housing Team.
  - Suspension of future rechargeable repairs (unless authorized by the Maintenance or Housing Manager due to health and safety concerns or emergencies).

#### 5.4 Identifying Unexpected Rechargeable Repairs

- Sometimes, rechargeable repairs might only be discovered after the work is complete (e.g., during an out-of-hours emergency repair).
- In such cases, we'll contact you the next day to discuss and agree on a repayment plan.
- A Maintenance Team member may inspect the completed work for quality and confirm the reason for the recharge.

#### 5.5 End of Tenancy Repairs

- Any rechargeable repairs identified during the end-of-tenancy inspection will be discussed with the outgoing tenant.
- You'll have until the tenancy termination date to make the repairs yourself. After that, WHA will arrange the work and recharge you.
- We advise removing all belongings before the end of your tenancy. Otherwise, WHA will remove them at your expense and potentially recharge you.

## 5.6 Recovering Costs from Outgoing Tenants

- We will pursue and recover any end of tenancy costs due by the outgoing tenant.

## 5.7 Lost Keys and Lock Changes

- You'll be responsible for the cost of a lock change due to lost keys, except in extenuating circumstances (e.g., elderly tenant).

## **Section 6**

### **Additional Charge Tenant Services**

6.1 Wellhouse Housing Association (WHA) may offer additional services for a fee to assist our residents. These services are optional and full payment is required upfront before the work is carried out. Here are some examples:

- Connecting new gas cookers: We can connect your new gas cooker for a fee.
- Providing additional entry door keys and fobs: If you require extra keys or fobs for your main entrance door, we can provide them for a charge of £10.00.

## **Section 7**

### **Resolving Disagreements**

We understand that disagreements about repair responsibility can sometimes occur. In such cases, a member of the Maintenance Team will try to reach a fair and timely resolution with you.

If we can't reach a mutual agreement, you can refer to Wellhouse Housing Association's Complaints Policy and Procedure for further guidance. This policy outlines the steps to take to formally register a complaint.

## **Section 8**

### **Pursuing Rechargeable Repair Debt**

8.1 We will pursue all rechargeable repair monies in line with the Associations Income Collection, Debt Recovery and Write Off Policy. This may include legal / court action.



## **Section 9**

### **Write Off Procedure**

9.1 Wellhouse Housing Association (WHA) follows best practices and reviews outstanding rechargeable repair balances at the end of each financial year. In some cases we may write off a debt. This will be in accordance with the Associations Income Collection, Debt Recovery and Write Off Policy.

## **Section 10**

### **Record Keeping and Reporting**

10.1 All rechargeable repairs will be loaded onto HomeMaster and a signed arrangement form will be kept on file on HomeMaster and in the tenant's electronic house file.

10.2 Rechargeable repairs will be reported quarterly to the Management Committee. The report will contain the number of rechargeable repair cases, amount outstanding and amount collected.

## **Section 11**

### **Training, Review, and Access**

11.1 Wellhouse Housing Association (WHA) is committed to providing excellent service to all our customers. This includes ensuring our staff are well-trained and knowledgeable about our policies. We will train staff on this recharge repair policy to ensure consistent and fair application.

11.2 To keep this policy up-to-date and effective, we will review it every 3 years. This review will consider:

- Complaints received regarding rechargeable repairs
- Any recent changes in relevant legislation
- Feedback from our customers

11.3 This recharge repair policy is available to all our customers for their reference. You can find it on our website. We expect all staff to be familiar with this policy and implement it fairly.

## Section 12

### Equality Impact Assessment

12.1 An Equality Impact Assessment has been carried out on this policy. This involves assessing the policy for the likely or actual effects of the policy and service provided to our customers in respect of their disability, age, gender, race, religion/belief, sexual orientation or gender identity to ensure equal and fair access for all. It assists us to make sure that the needs of people are taken into account when we develop and implement policies and services.

A detailed breakdown of which repairs are the Association's responsibility and which are the tenant's is contained in the Tenancy Agreement

Should any damage discovered 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.

Where a repair is carried out due to damage caused by a person who is not a tenant/factored owner, a member of their household or visitor to their house and the person can be identified through for example CCTV evidence or other evidence, Wellhouse will pursue action against the person identified for the costs of the repair.

With the exception of emergency and health and safety situations, tenants will be expected to pay 50% of the estimated cost of the repair work prior to the repair work being authorised, the final 50% will be paid through a repayment arrangement with the Association.

Failure to re-pay outstanding recharges will, where it is economical to do so, result in court action for the recovery of the outstanding amounts and limitation of the Association's normal repairs service to statutory repairs only (as defined in the Housing (Scotland) Act 2001). Persistent damage to the property by tenants may result in the Association taking steps to terminate the tenancy.

For the purposes of this document where there is any doubt, the Association's Maintenance or Housing Manager will decide what will constitute a rechargeable repair. The Manager will have the discretion to decide when repairs are due to abuse. In cases where abuse of the property is due to the wilful neglect of the tenant, or any member of the tenant's family, or visitor to the tenant's home, they will be advised that a recharge will apply. Where it is decided that the repair is required due to a genuine accident, no charge will be levied.

The tenant may appeal against the Managers decision in writing to the Association's Director within 28 days of being notified that a repair is rechargeable. Any subsequent appeal would be dealt with through the Association's normal complaints procedure.

## **Review**

The Policy will fall due for review no later than August 2026.