Rechargeable Repairs Policy

Rosehill Housing Co-operative Ltd
1. **Introduction**

1.1 This policy sets out the circumstances under which the Co-operative would recharge the tenant the cost of carrying out certain repairs/works and the systems used to charge tenants and recover the monies.

2. **Repair Responsibilities**

2.1 **The Co-operative’s Responsibilities**

2.1.1 The Co-operative is responsible for carrying out any repairs necessary to a tenant’s house to ensure the house is tenantable, wind and watertight and in all other respects reasonably fit for human habitation. Such repairs are required to be carried out before a tenancy begins and during the course of a tenancy.

2.2 **The Tenants’ Responsibilities**

2.2.1 The tenants are responsible for internal decoration and carrying out minor repairs. The tenants’ handbook provides examples of such minor repairs.

3. **Rechargeable Repairs**

3.1 There are certain situations where the Co-operative is not responsible for repairs or other works and is entitled to charge the tenant if it agrees to carry out such repairs/works, including:

- Repairing damage caused wilfully, negligently or accidentally by the tenant, anyone living with the tenant or visitors to the house.
- Undertaking work/repairs, which are the responsibility of the tenant e.g. garden maintenance, replacing starters/tubes in fluorescent lights, etc.
- Gaining access if the tenant is locked out.
- Requests from tenants to carry out work on their behalf e.g. installing showers, light fittings, etc.

3.2 **Wilful, Negligent, Accidental Damage**

3.2.1 The process detailed under Section 4 will be followed when repairs arise as a result of such damage.
3.3 Repairs/Works – Responsibility of Tenant

3.3.1 The Co-operative may, as stated in the tenancy agreement, undertake work which is the responsibility of the tenant but which the tenant is failing to carry out e.g. garden maintenance of private or communal gardens, stair/close cleaning. If the Co-operative decides to undertake such work the tenant is required to pay the cost of the work.

3.3.2 In general, the Co-operative will not undertake such work on the tenant’s behalf as this is not a permanent solution to what is likely to be an ongoing problem. Such breaches of tenancy will be dealt with under the Estate Management and Anti-Social Policies.

3.3.3 Over half of the Co-operative’s stock has fluorescent lights in the kitchens. The tenants are responsible for replacing the tubes and starters. On a number of occasions contractors have called out to deal with a faulty kitchen light only to discover that all that is needed is a new tube or starter.

3.3.4 Staff when receiving a report of a faulty kitchen light will clarify whether it is fluorescent lights and whether the tenant has tried changing the tube and/or starter. If tenants state they have changed the tube and/or starter but the lights are still not working, a repair order will be issued to the relevant contractor. If it transpires that the fault was down to the tube and/or starter needing replaced and the contractor carries out the work, the tenant will be charged for this work. Staff will warn the tenant of a possible recharge when processing the repair.

3.4 Requests from Tenants

3.4.1 Some tenants may wish to make alterations/improvements to their houses and may request the Co-operative carry out the work on their behalf, which they will pay for, e.g. installing showers, light fittings, removing base units and cutting worktops to accommodate appliances, etc.

3.4.2 In the first instance the Co-operative must decide whether it is appropriate to give consent to any alterations/improvements requested. If consent is granted the Co-operative will then decide whether it will carry out the work.

3.4.3 If the Co-operative does agree to carry out the work, staff will notify the Finance Section who will produce a quote for the requested work.
3.4.4 If the tenant accepts the quote, payment in full will be required before the work is undertaken.

3.4.5 The tenant will also be informed that although the Co-operative is carrying out the work on their behalf the ongoing maintenance of the alteration/improvement, if applicable, is their responsibility e.g. an electric shower, light fittings, etc.

3.4.6 Where the Co-operative instructs a contractor to carry out an alteration/improvement for a tenant, it will require the contractor to provide a one year guarantee of its workmanship.

3.5 Lockouts

3.5.1 During office hours if tenants lock themselves out of their homes and their house is on the Co-operative’s standard locking system, they will not be charged the cost of being let back into the house i.e. staff time.

3.5.2 If the lock out occurs out with normal working hours, a contractor will be called out to carry out a lock change, if possible. If the contractor is unable to carry out a lock change it will be necessary to force entry in order to let the tenant back into the house. In such circumstances the contractor will then make the door secure before leaving. The tenant will be charged for the call out.

3.5.3 The tenant will then be required to contact the office, during normal working hours, to arrange to have a lock change carried out. The tenant will be charged the cost of changing the locks and for the supply of new keys, as well as the contractor's labour costs.

3.5.4 In the above circumstances the tenant will be encouraged, where possible, to make alternative arrangements i.e. stay with a relative or neighbour until arrangements can be made for a staff member to call out.

3.5.5 For houses which are not on the Co-operative’s standard locking system, tenants will be charged the cost of changing the locks and for the supply of new keys, as well as the contractor’s labour costs.

3.6 Lost/Stolen Keys

3.6.1 Where tenants lose keys and their houses are on the Co-operative’s standard locking system, they will be charged the cost of replacing each additional key required.
3.6.2 Where tenants, whose houses are on the Co-operative’s standard locking system, have lost all the keys or have had keys stolen and a lock change is required, they will be charged the cost of the replacement keys and the labour costs.

3.6.3 For houses which are not on the Co-operative’s standard locking system, tenants will be charged the cost of changing the locks and for the supply of new keys, as well as the labour costs.

4. Recharging Process

4.1 Determining a Rechargeable Repair

4.1.1 When a repair is reported to the office, staff will not necessarily be able to determine whether the repair should be recharged unless the tenant volunteers certain information e.g. dropped a hammer or tiles, etc in the bath which has caused damage. A pre-inspection of the repair would assist in determining whether the repair is rechargeable to the tenant. The Co-operative has produced a list of a range of repairs, which could result in a recharge to the tenant. (See Appendix 1) All such repairs will be pre-inspected before a repair order is issued to a contractor.

4.2 Costs

4.2.1 To ensure consistency as to the amount tenants are to be charged, standardised costs have been identified for each repair. However the cost may vary from development to development. Where this is the case a standard cost has been identified for each development. (See Appendix 1) The list of costs will be revised on an annual basis.

4.3 Notifying and Charging the Tenant

4.3.1 At the time the repair is reported, if applicable, or at the pre-inspection if staff determine the repair is rechargeable, the tenant will be advised there and then and will be provided with the cost of the work to be carried out.

4.3.2 Once staff have identified a rechargeable repair, a request should be made to the Finance Section to issue the tenant an invoice.

4.3.3 The Finance Section will set up and maintain accounts for tenant rechargeable repairs.
4.3.4 The Housing Officer and Housing Assistants will have access to these accounts to monitor tenants’ payments.

4.4 Recovering the Costs

4.4.1 The ‘urgency’ of the repair will determine whether staff are able to obtain some monies from the tenant in advance of the work being carried out. Where possible tenants will be required to pay 50% of the costs in advance of the work being carried out and a suitable repayment agreement should be set up for the remaining balance.

4.4.2 The advanced payment of 50% may be varied at staff’s discretion to take account of factors such as the tenant’s income, payment history and track record of rechargeable repairs.

4.4.3 Tenants will be informed that payments should be made at the office and staff will use the manual receipt system. The Finance Section will post any payments to the accounts on a weekly basis.

4.4.4 In the early stages of a tenant failing to keep to a repayment agreement, the Housing Officer/Housing Assistants will carry out house visits and issue letters. Tenants will be warned that having an outstanding debt may affect any application they have to move house either within the Co-operative or to another landlord. The requirements of the Housing (Scotland) Act 2001 will be adhered to in respect of suspending transfer applications due to outstanding liabilities.

4.4.5 However if the tenant persists with non-payment, the Co-operative will pursue recovery of the debt through the small claims court.

5. Appeals Process

5.1 The Co-operative operates an internal appeals process for dealing with any disputes which may arise regarding a decision made by the Co-operative.

5.2 Throughout this process tenants may wish to take advice from an independent source such as the Citizens Advice Bureau, Law Centre or Solicitor.
6. Equal Opportunities

6.1 The Co-operative operates an Equal Opportunities Policy, which applies to all aspects of the Co-operative’s work such as service provision to ensure fair and non-discriminatory practice.

6.2 The Co-operative is committed to removing any barriers to communication. Therefore if required this Policy can be produced in another format e.g. braille, large print, etc. In addition where English is not the tenant’s first language, the Co-operative will provide on request written information in the first language.

7. Policy Review

7.1 This policy will be reviewed on a three yearly cycle. The purpose of policy review is to ensure that policies still reflect current thinking and practice continue to comply with Raising Standards and Peformance Standards and comply with any relevant legislative changes.