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Policy:	Rechargeable Repairs Policy
Legal Requirements:	There are no legal requirements applicable to this policy.
Regulatory Standards:	<p>The Scottish Housing Regulator has set out Regulatory Standards for all Registered Social Landlords (RSLs) to ensure that RSLs deliver good outcomes and services for its tenants and service users through good governance and financial management.</p> <p>This policy evidences that the following Regulatory Standards are being met:</p> <p>Standard 1. The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 2. The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p> <p>Standard 4. The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.</p> <p>Standard 5. The RSL conducts its affairs with honesty and integrity.</p>
Equality and Diversity:	<p>The Association is committed to Equal Opportunities and will endeavour to ensure that all services are carried out in an undiscriminating manner in line with the Association's Equality and Diversity Policy.</p> <p>In particular, the Association will not discriminate on the grounds of age, disability, marriage and civil partnership, pregnancy and maternity, race, religion or belief, gender, gender reassignment or sexual orientation.</p>
Human Rights:	<p>In compiling this policy, consideration has been given to "The Right to Adequate Housing" (Fact Sheet No. 21/Rev.1) published by the Office of the United Nations High Commissioner for Human Rights and the impact of that guidance on the policy.</p> <p>In particular, the Association is satisfied that this policy promotes the key aspects of the right to adequate housing – that it contains freedoms; entitlements; provides more than four walls and a roof; and protects against forced evictions.</p>
Complaints:	<p>Although the Association is committed to providing high levels of service, we accept that there may be occasions where customers may not be satisfied with the service they have received. The Association values all complaints and uses this information to improve the services that it provides. The Association's Complaints Policy describes our complaints handling procedure and how to make a complaint.</p>
General Data Protection Regulation (GDPR):	<p>The Association will treat all customers' personal data in line with its obligations under the current data protection regulations and our Privacy Policy. Information regarding how data will be used and the basis for processing data is provided in the Association's Fair Processing Notice.</p>
Policy Author:	Kevin Freeman



Policy Review:	In order to ensure that any change in circumstances is accommodated this policy will be subject to review every two years in the month of March.
Policy Approval:	This policy was last reviewed / approved by the Management Committee of Yoker Housing Association Limited at its meeting held on Thursday the 28th of March 2024.



Statement of Policy Aims and Principles

This policy has been developed to enable Yoker Housing Association ("the Association") to have clear guidelines when recharging tenants for repairs carried out which are not the Association's responsibility.

Policy Details

Categories

Yoker Housing Association will require tenants to repay the cost of repairs carried out where:

- (a) Damage has occurred as a result of neglect or abuse on the part of a tenant, a member of the tenant's household, or visitors to a tenant's home. This includes the cost of insurance excess in cases where claims are made against the Association's building insurance to cover the repair costs.
- (b) The Emergency Services have forced entry.
- (c) The tenant has requested that the work be carried out and the Housing Association is not responsible for the cost (e.g. where a tenant wishes locks to be changed; installation of electrical appliances, white goods etc.).
- (d) The repair is the tenant's responsibility under the terms of their tenancy agreement.
- (e) The tenant is locked out and a forced entry is carried out.

When a repair falling into one of the above categories is required or requested, the tenant will be advised at the earliest opportunity that they will be recharged for the works. In certain cases (e.g. forced entry by the Emergency Services, void works) the Association may not be able to advise the tenant until the repair has been carried out. In such cases the tenant will be notified in writing once the invoice from the contractor carrying out the work is received.

Payment

Upon receipt of the Contractor's invoice, the Association will issue a copy to the tenant in order to arrange a reasonable and sustainable repayment arrangement to repay the balance due.

The Association primary aim is to encourage the tenant to pay the outstanding balance in full. In cases where this proves unaffordable, the tenant will be provided with the opportunity to repay the balance in instalments. All repayment arrangements will be agreed between the Association and the tenant. When agreeing a repayment arrangement, the Association will consider several factors such as the individual circumstances of the tenant, the nature and cost of the rechargeable repair, the length of time the balance has been outstanding and whether the tenant has other outstanding tenancy debts.

Where payment remains outstanding after one month from when invoice is issued or no agreement for repayment has been made, the Association will issue a first reminder letter urging the tenant to settle the balance or contact the Association to discuss entering into a suitable repayment arrangement. If the tenant fails to respond then further warning notices will be issued.

Where the tenant fails to adhere to a repayment arrangement, the Association will issue a reminder letter which will allow the tenant the opportunity to review the terms of the existing arrangement.

Where a rechargeable repair is over £500.00 and there is no response to communications issued, the Association may initiate legal action for recovery of the debt. Where it is decided to proceed with legal action for recovery of the sum outstanding, the tenant will be advised in writing and a Simple Procedure action will be lodged with the Sheriff Court.

Individual Case Assessment

The Association will reserve the right to refuse an offer of tenancy where a debt remains outstanding. Each case will be considered on an individual basis, in accordance with the Lettings Policy. The tenant will be notified of all decisions in writing.

Where it is considered appropriate, the Association may inform the tenant that no further repairs will be carried out to the property until such time as any outstanding debt is cleared or a satisfactory arrangement is reached for repayment. This does not include those repairs which the Association is legally obliged to carry out.



POLICY STATEMENT

Former Tenants

In the case of former tenants, a final statement of account and associated invoices will be issued by the Association upon tenancy end in order that the debt can be paid in full or to arrange a reasonable and sustainable repayment arrangement to repay the balance due.

The Association primary aim is to encourage the tenant to pay the outstanding balance in full. In cases where this proves unaffordable, the tenant will be provided with the opportunity to repay the balance in instalments. All repayment arrangements will be agreed between the Association and the tenant. When agreeing a repayment arrangement, the Association will consider several factors such as the individual circumstances of the tenant, the nature and cost of the rechargeable repair, the length of time the balance has been outstanding and whether the tenant has other outstanding tenancy debts.

Where payment remains outstanding after one month from when the final statement of account was issued or no agreement for repayment has been made; a first reminder letter will be issued urging the former tenant to settle the balance or contact the Association to discuss entering into a suitable repayment arrangement. If the former tenant fails to respond then further warning notices will be issued.

Where the former tenant fails to adhere to a repayment arrangement, the Association will issue a reminder letter which will allow the tenant the opportunity to review the terms of the existing arrangement.

Where a rechargeable repair is over £500.00 and there is no response to communications issued, the Association may initiate legal action for recovery of the debt. Where it is decided to proceed with legal action for recovery of the sum outstanding, the former tenant will be advised in writing and a Simple Procedure action will be lodged with the Sheriff Court.

If the former tenant fails to respond to communications, fails to enter into repayments or repeatedly fails to adhere to repayment arrangements then the account should be considered for write-off. Accounts should be considered for write-off in the following circumstances:

- The former tenant is deceased and there is no known estate;
- The Association has no contact details for the former tenant and balance is considered uneconomical to pursue;
- The Association has no contact details for the former tenant and tracing services have provided unsuccessful in locating the former tenant;
- The former tenant has repeatedly failed to respond to communications issued by Association and the balance is considered uneconomical to pursue via legal action;
- The former tenant has repeatedly defaulted on their repayment arrangement and the balance is considered uneconomical to pursue via legal action; or
- The Association has been unable to secure payment despite the conclusion of legal action.

Appeals

Tenants or former tenants wishing to dispute a rechargeable repair can submit an appeal by writing to the Association within fourteen days of receiving their Rechargeable Repairs notification letter giving their reasons for appeal. The appeal will be considered and the original decision will then be reviewed by Maintenance staff. A written response will be provided within twenty working days outlining any new decision. If the tenant or former tenant is still dissatisfied then the complaints procedures will apply.