

Melville Housing Association



Policy: Rechargeable Repairs Service

Subject:	Rechargeable Repairs Service
Section:	Property Services
Objective:	To minimise the loss of income through the prompt and effective recovery of rechargeable repair costs
Scottish Social Housing Charter	Quality of Housing Value for Money
Relevant Legislation	Housing (Scotland) Act 2010 & 2014 Gas Safety (Installations & Use) Regulations 1998 Property Factors (Scotland) Act 2011 Tenement (Scotland) Act 2004
Issue Date:	October, 2020
Review Date:	October, 2023
Policy Ref No:	PRO 008

1.0 Policy

- 1.1 Rechargeable repairs occur when we agree to carry out repairs which are the responsibility of tenants or owner occupiers, examples of which are given in the Tenancy Agreement and Tenant's Handbook.
- 1.2 We will carry out rechargeable repairs with the agreement of the tenant or owner provided there are no unpaid rechargeable repair invoices outstanding or arrangements to pay in place. The only exception to this will be when an emergency repair is necessary.
- 1.3 To ensure that the quality of major components (such as replacement external doors) is not compromised, we will reserve the right to insist that the specification of the major component meets our current standard.
- 1.4 We will take all reasonable steps to recover costs where we have carried out work.

2.0 Charging Tenants

- 2.1 Before we instruct the repair, we will advise tenants of the cost we will charge for work arranged on their behalf. We will inform tenants that they also have the option of arranging for the work with a contractor of their choice.
- 2.2 We will consider recharging tenants for abortive emergency call-outs and where appointments have been made with contractors and no access is subsequently given.
- 2.3 We will charge tenants for forced entries where they have not allowed us access for safety checks.
- 2.4 We inform tenants who are leaving us of approximate costs for works deemed their responsibility at the tenancy end, such as garden clearances. We will take photographic evidence where possible.
- 2.5 When a rechargeable repair is to be charged at the end of a tenancy, and in the event the tenant has left without providing a forwarding address, we will pass the relevant details to Financial Services to allow a trace for the tenant to be carried out.
- 2.6 Where damage has been caused by a non-tenant, we will seek a Police report and 2 witness statements. We will take photographs of the damage for our records. We will encourage the Police to seek damages if the case goes to Court. The process for recovery will then follow that for our tenants.
- 2.7 All outstanding debts will be referred to a debt collection agency, apart from those where an arrangement to pay has been made and is being maintained. We will consider writing off any outstanding debt that arises from a tenant's death.

3.0 Mutual Owner Repairs (Property Factoring)

- 3.1 We will only carry out emergency repairs or repairs where the estimated shared cost per property is not more than £250, without prior agreement from owners.

- 3.2 The process for engaging with mutual owners follows the Written Statement of Services, published on our website, detailing how we will provide services as a Registered Property Factor.
- 3.3 The statement follows the Code of Conduct, detailed in the Property Factoring Act (2011). We also follow the rules and guidance within the Tenement Scotland Act (2004) for managing mutual repairs with owners.

4.0 Tenant Rechargeable Repairs Procedure

- 4.1 When a repair is rechargeable, we will advise the tenant that:
- the repair is their responsibility
 - the cost of us doing the work on their behalf
 - that they can directly instruct the repair via their own contractor.
- 4.2 We will maintain a record of all issues relating to a rechargeable repair. This will include a record of phone calls, contact with contractors and any variations to the works order.
- 4.3 Once the work is complete, Property Services will provide Financial Services with evidence that the tenant has been advised of the repair and with details of cost. Financial Services will send an invoice to the tenant within 5 days of receiving this notification from Property Services.
- 4.4 Tenants will receive a reminder letter for invoices that remain outstanding after 30 days. The reminder will give the tenant another 14 days to pay, or to enter an arrangement to pay and will advise tenants that legal action will be taken if the tenant does not respond within 14 days.
- 4.5 If the invoice is still not paid we will not instruct any further rechargeable repairs on behalf of the tenant, until the invoice is paid, or a suitable arrangement to pay the outstanding debt is agreed.
- 4.6 Where a tenant refuses to agree to a suitable arrangement to repay the outstanding debt and the amount is below £5,000, we will raise a Simple Procedure claim in the Sheriff Court to recover the unpaid debt.
- 4.7 Housing Services will regularly monitor these accounts.

5.0 Mutual Repairs Procedure

- 5.1 We will prepare and price a detailed schedule of works for common repairs involving mutual owners.
- 5.2 Once the scope of the work has been established and estimated costs prepared, we will inform each owner, in writing of the following:
- details of the proposed repair
 - the estimated cost of the work and their share of the costs
 - admin fee chargeable
 - We will ask for a deposit equal to half the cost of the works if the estimate is over £500.
- 5.3 For extensive repairs (estimated at more than £250 per property), we will ask the owners involved to confirm in writing that they agree to the work being carried out and that they accept to pay their share of the cost.

For all repairs estimated at more than £250 per property we will inform owners that they have the option of arranging the repairs themselves using a contractor(s) of their own choice.

- 5.4 In accordance with Schedule 1 of the Tenements Act, if a majority of the owners involved agree that the work should proceed, we will inform everyone in writing that the majority have agreed to proceed, and instruct the contractor to carry out the repair according to the schedule of work at the agreed price.
- 5.5 If we do not get agreement from a majority of the owners involved, we will carry out the minimum work required to ensure the safety of our tenant(s), and to safeguard the property. The owners involved will be advised that without majority agreement we cannot proceed with the proposed repairs.
- 5.6 The majority procedure will apply to the repair of common parts, but does not apply to proposed alteration, demolition or improvement work as set out in the Tenements Act. In such instances full agreement from every owner is required before work can proceed.
- 5.7 Prior to any work starting we will provide each owner and tenant with:
 - the contractors name and contact details
 - the date when work will begin
 - the proposed length of time that the work will take.
- 5.8 We will keep owners and tenants fully informed in writing of any changes that affect the progress or cost of the work.
- 5.9 We will maintain a record of all issues relating to the repair. This will include:
 - a record of phone calls and correspondence
 - contact with contractors
 - contact with owners
 - variations to the work.
- 5.10 Property Services will provide Financial Services with evidence that the owner has been advised of the repair and with details of cost. Financial Services will send an invoice to the owner within 5 days of receiving this notification from Property Services.
- 5.11 Invoices must be paid within 30 days of receipt. If the invoice is not paid Finance will send a reminder letter in accordance with the debt collection procedure. If the invoice is still not paid, or no suitable arrangement to pay is agreed, we will take appropriate legal action to recover debts over £100.00.
- 5.12 For sums up to £5,000 we will raise a Simple Procedure claim in the Sheriff Court to recover the unpaid debt. For any amounts more than £5,000, we can raise an Ordinary Cause Procedure.
- 5.13 We will serve a Notice of Potential Liability on the property as a last resort measure. This means the owner cannot sell or re-mortgage without property debts being paid.
- 5.14 Financial Services will monitor these accounts.

6.0 Former Tenant Rechargeable Repairs

- 6.1 Finance Services will regularly monitor all former tenant rechargeable repairs.
- 6.2 When the forwarding address of a former tenant is known, we will contact them to make a suitable arrangement to repay the debt. We will monitor the payment of the invoice under the normal debt collection procedures and will refer the debt to a Debt Agency if no payment is made.
- 6.3 If a tenant has died and we know that an estate has been left, we will contact the Executor to attempt to recover the debt. If there is no Executor, we will consider writing off the debt.

7.0 Equality & Diversity

We are committed to Equality and Diversity and will not discriminate in the operation of this policy on the basis of age, gender, gender reassignment, race, colour, ethnic or national origin, religion, marital status, family circumstances, political belief or affiliation, trade union membership, sexual orientation, medical condition or disability. We aim to promote equal opportunities and comply with all current legal requirements relating to equal opportunities.

8.0 Review of Policy

The Head of Property Services will ensure this policy is reviewed every three years or earlier if there are any changes to legislation. The Senior Management Team have delegated authority to approve minor changes to this policy. Significant changes will be submitted to the Board for approval.