

# ***Rechargeable Repairs Policy***

**Reviewed: Sept 2019  
Next Review:2022**



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## **Rechargeable Repairs**

### **1. Introduction**

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

### **2. Legal and Regulatory Framework**

Whilst this Policy sets out to explain Rosehill's approach to rechargeable repairs it must do so in the context of legal and regulatory requirements. Therefore the following relevant legislation has been taken into account in the development of this Policy:

- Housing (Scotland) Act 1987 and (amended) Act 2001
- The Housing (Scotland) Act 2014

### **3. Repair Responsibilities**

#### Rosehill's Responsibilities

Rosehill 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.

#### The Tenants' Responsibilities

The tenants are responsible for internal decoration and carrying out minor repairs. Further information on this can be found in the tenancy agreement and on the website [www.rosehillhousing.co.uk](http://www.rosehillhousing.co.uk)

### **4. The Scottish Social Housing Charter**

The Social Housing Charter came into effect in April 2012 and was reviewed in 2017. This sets the standards and outcomes that all social landlords should aim to achieve when performing their

housing activities. The Charter replaces the Performance Standards and the outcomes relevant to this Policy are:

### Charter Outcome/Standard 1: Equalities

Social landlords perform all aspects of their housing services so that:

- 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.

### Charter Outcome/Standard 2: Communication

Social landlords manage their businesses so that:

- Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

### Charter Outcome/Standard 3: Participation

Social landlords manage their businesses so that:

- tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

Social landlords are responsible for meeting the standards and outcomes set out in the Charter. The Scottish Housing Regulator is responsible for monitoring, assessing and reporting on how well social landlords, individually and collectively, achieve the outcomes.

In line with the regulatory principles, the Regulator's approach to monitoring landlords' achievement of the outcomes and standards in the Charter will be based on the landlords' performance information and their own assessment of their performance.

Therefore, for each year ending on 30th September, we will be expected to:

- Measure and assess our performance in progressing towards or achieving the Charter outcomes and standards
- Provide the Regulator with some key performance information on our achievement of the outcomes and standards
- Report our performance to tenants and other service users who use our services.

## 5. Organisational Values

### ***Our Vision:***

"We will provide excellent quality affordable and efficient homes in neighbourhoods that are well managed and maintained; we will contribute to sustaining communities where people feel safe and want to live by providing housing and other services and working with our voluntary and statutory partners."

### ***Our Values:***

Our Core Values are:

We Will

- Invest and Support

We will be

- Engaged and Responsive
- Accountable and Compliant
- Fair and Approachable
- Efficient and Responsible
- Excellent and Committed

## **6. Rechargeable Repairs**

There are certain situations where Rosehill 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, etc.
- Requests from tenants to carry out work on their behalf e.g. installing showers, light fittings, etc.

### Repairs/Works – Responsibility of Tenant

Rosehill may, as per 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 Rosehill decides to undertake such work the tenant is required to pay the cost of the work.

In general Rosehill 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 Neighbourhood Management and Anti-Social Behaviour Policies.

### Requests from Tenants

Some tenants may wish to make alterations/improvements to their houses and may request Rosehill 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.

In the first instance Rosehill Management Team must decide whether it is appropriate to give consent to any alterations/improvements requested. If consent is granted Rosehill will then decide whether it will carry out the work.

If Rosehill does agree to carry out the work, a quote will be sought for the requested work. If the tenant accepts the quote, payment in full will be required before the work is undertaken. The tenant will also be informed that although Rosehill 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. Where Rosehill 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.

If the repair requested is an improvement to the property and is for something Rosehill would replace during a planned maintenance programme the tenant will only be charged 50% of the overall cost. This ensures that Rosehill maintains control of the work and that competent contractors are used.

### Lockouts

During office hours if tenants lock themselves out of their homes and the house is on a master suite system, they will not be charged the cost of being let back into the house i.e. staff time.

If the lock out occurs outwith normal working hours, our emergency contractor will attend, gain access as required, change locks and provide the tenant with replacement keys. The tenant will be charged the full cost of this work which will include the out of hours call out charge.

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. 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.

For houses which are not on a master suite, 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 and the call out charge if outwith normal working hours.

### Lost/Stolen Keys

Where tenants lose keys and their houses are on a master suite system, they will be charged the cost of replacing each additional key required.

Where tenants, whose houses are on a master suite 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 lock change, replacement keys and the labour costs.

For houses which are not on a master suite, tenants will be charged the cost of changing the locks and for the supply of new keys, as well as the labour costs.

### No/Forced Access

If a tenant has a pre-arranged appointment for a repair and they don't provide access and the contractor subsequently charges Rosehill, the full cost will be recharged to the tenant.

If Rosehill has to use the powers within the Scottish Secure Tenancy Agreement paragraph 5.1.14 to force access in an emergency or to ensure safety the full cost of the forced access will be recharged. This will include the cost of the Sheriff Officer serving the emergency notice.

### Void Properties

On receiving notice of termination an inspection of the property will be arranged with the outgoing tenant. After this inspection a written notification will be sent to the tenant of all repairs which could be recharged if not completed before the keys being handed in. This notice will also clearly state the condition the property is expected back in. The tenant will be advised that if they are expecting to need

from inside or outside the property at termination will be charged to the outgoing tenant.

When the keys are handed in the property will be further inspected to ascertain any works which are needed to bring the property to Rosehill's lettable standard. At this inspection any rechargeable repairs will be identified and the works orders raised. An invoice will be sent to the outgoing tenant with the full cost of the repairs required.

## **7. Recharging Process**

### Notifying and Charging the Tenant

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 asked to sign a disclaimer accepting the cost of the repair.

The Finance Section will set up and maintain accounts for tenant rechargeable repairs once the final bill is received from the contractor.

### Recovering the Costs

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 estimated costs in advance of the work being carried out and a suitable repayment agreement should be set up for the remaining balance.

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



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

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an outstanding debt may affect any application they have to move house either within Rosehill or to another landlord. The Allocations Suspensions Policy will be adhered to in all cases.

If the tenant persists with non-payment, Rosehill will pursue recovery of the debt through the simple procedure in the Sheriff's Court or use the services of a Sheriff Officer or other debt collection agent.

## **9. Equal Opportunities**

Rosehill operates an Equal Opportunities Policy, which applies to all aspects of Rosehill's work such as service provision to ensure fair and non-discriminatory practice.

Rosehill 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, Rosehill will provide on request written information in the first language.

## **10. Complaints**

We aim to get things right first time and provide a good quality service to our tenants. However, we acknowledge that things can go wrong and that some tenants may be unhappy with the service provided.

We promote our Complaints procedure through our website and periodic articles in our newsletters. In addition we initially issued all of our tenants with a copy of the new Procedure introduced in October 2012. This information leaflet is also issued to all new tenants as part of the signing up pack.

## **11. Data Protection**

On the 25<sup>th</sup> May 2018 the legislation governing data protection changed with the introduction of the General Data Protection Regulation (GDPR).

We hold a variety of Personal Data relating to individuals including tenants, waiting list applicants, factored owners, other service users, employees and Committee Members. Our Privacy Policy sets out the basis on which we can process and share such data with third parties, it also sets out how we will securely store individuals' data, whether electronically or in paper format. It also provides information on individuals' rights under GDPR including: to view personal data held about them by us; to request a restriction of processing of their data; the right to be forgotten and a right to object to us processing their data. In terms of the rights to be forgotten and to restrict or object to processing of Personal Data, any such requests will require to be considered on their own merits and legal advice will need to be obtained in some circumstances. We have the responsibility for accepting or refusing such requests and will do so in writing.

Under GDPR we are required to provide all customers whose Personal Data we hold with a Fair Processing Notice (also known as a Privacy Notice). The Notice sets out the Personal Data we process and the basis for doing so.

We will only keep and process Personal Data for the original purpose we gathered it for and we will not keep it for any longer than necessary. Attached to our Privacy Policy is a table of Retention Periods for Personal Data held and processed by us. We recognise that not all Personal Data can be processed and kept for the same period of time, and this will vary depending on the individual circumstances of each person whose Personal Data we hold.

The Privacy Policy sets out what should happen in the event of a Data breach e.g. does the breach require reporting to the Information Commissioner's Office and whether the individual

affected should be notified. Timescales are set out for dealing with data breaches.

Full copies of our Privacy Policy are available upon request at our office or from our website [www.rosehillhousing.co.uk](http://www.rosehillhousing.co.uk)

## **12. Tenant Participation**

One of our strategic objectives is to engage effectively with tenants and service users so that our service delivery meets their requirements. In order to ensure we do this effectively we have a tenant participation strategy. Tenants are encouraged to engage with the operational design of services.

Further details of this can be found in our Tenant Participation Strategy. Copies of this are available in our office or online at [www.rosehillhousing.co.uk](http://www.rosehillhousing.co.uk)

## **13. Risk Management**

In all the key areas of our business we need to consider any risks which may arise. To this end we have in place a robust Risk Management Policy and from this flows our Risk Register. We have identified our material risks which are regularly monitored by our Management Team and Audit Sub-Committee.

Key to the mitigation of the risks associated with allocations issues and the subsequent impact on the reputation of Rosehill and possible litigation risk is having a comprehensive policy in place to govern the management of allocating our properties and ensuring we meet our statutory and community obligations.

## **14. Policy Review**

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 Performance Standards and comply with any relevant legislative changes.

