

## **RECHARGEABLE REPAIRS POLICY**

**Policy Classification: Management**

**Status: Approved**

<b>Policy Lead:</b>	Director of Community Services and Director Property Assets
<b>Last Review Date:</b>	N/A
<b>Review Due Date:</b>	June 2026
<b>Review Period:</b>	3 years unless required earlier due to changes in the law, regulation, best practice or requirement of Eildon



### REFERENCE PAGE

<b>Document Title:</b>	Rechargeable Repairs Policy
<b>Aim:</b>	To ensure that Eildon appropriately identifies, records, monitors, and recovers costs associated with Rechargeable Repairs.
<b>Objective:</b>	SO3 Housing and Support Services: Deliver improvements and a more responsive service to our customer base. SO5 Property Assets: Invest in our property assets to ensure a targeted approach to address need.
<b>Scope of Policy:</b>	Customers
<b>Nominated Officer:</b>	Housing Services Manager & Property Manager
<b>Approval Source:</b>	Executive Team
<b>Legal &amp; Regulatory References:</b>	<ul style="list-style-type: none"> <li>• Housing (Scotland) Act 2001</li> <li>• Scottish Social Housing Charter</li> <li>• Gas Safety (Management) Regulations 1996</li> <li>• Electrical Equipment (Safety) Regulations 1994</li> <li>• Fire Safety (Scotland) Regulations 2006</li> </ul>
<b>Procedural References:</b>	<ul style="list-style-type: none"> <li>• Property Maintenance Policy</li> <li>• Rechargeable Repairs Procedure</li> <li>• Customer Leaflet – Rechargeable Repairs</li> <li>• Void Management Policy and procedures</li> <li>• Customer debt write off procedure</li> </ul>
<b>Consultation Completed:</b>	<ul style="list-style-type: none"> <li>• Staff – housing services, property management, finance</li> <li>• Customer Opinion Group</li> </ul>
<b>Risk Implications:</b>	Ensures an appropriate response when work which is a tenant responsibility is required to a property. Mitigates risk of overspend on reactive repairs budget due to damage caused by tenants, and risk of tenants occupying an unsafe property.
<b>Equalities Assessment:</b>	An Equality Impact Assessment has been carried out and identified some potentially negative impacts of the policy on people who share protected characteristics. These have been addressed within the policy to ensure equality of opportunity for all. The policy approach is to take into consideration tenants' individual circumstances when making the decision to recharge the cost of repair work.
<b>Accessibility:</b>	Accessible electronically/online and in print. All documents can be translated and made available in audio, braille, and large print versions upon request.
<b>Publish on Website:</b>	Yes

## Contents

1	Purpose .....	5
2	Principles.....	5
3	When Will Repair Costs Be Recharged?.....	5
4	Exceptions to Recharging.....	6
5	Processing and Invoicing Rechargeable Repairs .....	6
6	Pursuing Unpaid Rechargeable Repair Debts.....	7
7	Bad Debts.....	7
8	Confidentiality.....	8
9	Appeals and complaints .....	8
10	Training .....	8
11	Monitoring & Review .....	8

## **1 Purpose**

- 1.1 The purpose of this policy is to describe Eildon's approach to recharging tenants for the cost of repairs which are not the landlord's responsibility under the terms of the tenancy or lease agreement.

## **2 Principles**

- 2.1 We expect our tenants to conduct their tenancies in a reasonable manner, and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally.
- 2.2 We expect our tenants to provide access to allow us to carry out required safety inspections in accordance with the Scottish Secure Tenancy or other lease agreement.
- 2.3 If a tenant has damaged their property, or failed to take care of it, we may charge them for the costs of repair.
- 2.4 Eildon will not make a surplus from rechargeable repairs, but only recover the costs and ensure tenants remain responsible for their actions or omissions. Only the actual cost of the repair be recharged to the tenant.
- 2.5 If a rechargeable repair is the subject of a building insurance claim, only the insurance policy excess will be recharged to the tenant.
- 2.5 We will provide clear information on our rechargeable repairs process in a Customer Information leaflet available on our website.

## **3 When Will Repair Costs Be Recharged?**

- 3.1 Landlord and tenant repair responsibilities are contained within the Scottish Secure Tenancy or other lease agreement.
- 3.2 Eildon may recharge tenants for repair costs in the following circumstances:
  - 3.2.1 when a repair is normally the responsibility of Eildon but there has been accidental or deliberate damage by the tenant, a member of the tenant's household or a visitor to the property
  - 3.2.2 when we are forced to incur costs due to a tenant's actions or inactions eg 'no access' charges from a contractor, forced entry to carry out safety checks when a tenant fails to give access, lock change when a tenant loses keys

- 3.2.3 when the emergency repair service is used for non-emergencies
- 3.2.4 when the police force entry and the tenant is convicted of the associated crime
- 3.2.5 when an outgoing tenant leaves the accommodation in an unsatisfactory condition (other than wear and tear), or the property needs to be cleared before reletting
- 3.2.6 when tenants fail to maintain or cause deliberate damage to communal areas, or fail to maintain their garden where they have exclusive use of it

## **4 Exceptions to Recharging**

- 4.1 We will take a sensitive approach and will not recharge the cost of repairs in the following circumstances:
  - 4.1.1 where emergency services force access to secure the safety of a tenant
  - 4.1.2 where there is damage to the property as a result of domestic violence providing the tenant co-operates with the police and other relevant agencies
  - 4.1.3 where there is police confirmation of a crime and the tenant is not responsible
  - 4.1.4 where a tenant has particular needs or extenuating circumstances which affect their understanding of their liability for the repair or ability to avoid incurring the costs involved such as a mental or physical disability
  - 4.1.5 where the cost of repairs is less than £25.

## **5 Processing and Invoicing Rechargeable Repairs**

- 5.1 If a repair is classified as rechargeable, the tenant will be given an estimated cost to carry out the works when they report the repair.
- 5.2 When a rechargeable repair is carried out, the tenant will be provided with written confirmation of the work carried out and copy of the invoice within two weeks of this being received by us from the contractor.
- 5.3 Pre-termination inspections will be arranged when a tenant gives notice to terminate their tenancy. These inspections provide the opportunity to identify any rechargeable repairs prior to a tenancy ending and to give advice to the outgoing tenant to complete these before the end of the tenancy.
- 5.4 Charges for rechargeable repairs are based on current repair costs, including materials and labour from the agreed Schedule of Rates.

- 5.5 The tenant or former tenant will be required to pay the account within 28 days of it being issued.
- 5.6 If a tenant or former tenant is unable to pay the full amount within 28 days, we will accept payment by instalments and enter into a repayment plan based on an assessment of the tenant's household income and expenditure.

## **6 Pursuing Unpaid Rechargeable Repair Debts**

- 6.1 Eildon's approach to managing and recovering rechargeable repair debt is based on establishing direct personal contact with tenants who have failed to make contact or broken a repayment arrangement.
- 6.2 We will review all rechargeable repair accounts monthly, taking follow-up action in all cases which require this.
- 6.3 If there are also rent arrears our recovery action will include both tenancy related debts.
- 6.3 We will provide clear advice about the steps we may need to take if the tenant fails to engage with us to repay their rechargeable repair debt.
- 6.4 Efforts to recover the debt owed will be accompanied by offering practical support tenants may need, for example help with income maximisation, referral for debt management advice or other external services.
- 6.5 Under the Housing (Scotland) Act 2001 as amended, rechargeable repairs are classed as tenancy related debt. Where a tenant has a balance of over one months rent, with no repayment arrangement in place, then their application for internal transfer may be at risk.
- 6.6 Where a rechargeable repair debt is over £100 and no response is received to our request for payment, the case may be passed to a debt collection agency.
- 6.7 Small claims action will be considered in cases where a former tenant owes more than £250.
- 6.8 If a tenant has recurring rechargeable repairs and fails to pay these, we will consider pursuing as a breach of tenancy conditions.

## **7 Bad Debts**

- 7.1 At the end of each quarter we will present for write off rechargeable repair debts of former tenants which are less than £25, and debts which are over six months old unless recovery of the debt can reasonably be anticipated.

## **8 Confidentiality**

- 8.1 All information provided by customers in relation to this Policy will be treated as strictly confidential and will not be discussed with third parties without their permission. We will always have regard to the Data Protection Act 2018 and the General Data Protection Regulations.

## **9 Appeals and complaints**

- 9.1 Disputes may arise over liability for a rechargeable repair. On these occasions, every effort will be made to reach a resolution at the earliest opportunity. If this is not possible, the customer will be advised to use Eildon's Complaints Procedure.
- 9.2 Tenants and former tenants can appeal against a recharge. Appeals should be made to the Housing Services Manager.
- 9.3 Tenants and former tenants have the right to complain if they remain dissatisfied with the outcome of an appeal. The complaint will be escalated to a more senior manager who will independently reassess the circumstances within 20 working days, in accordance with Stage 2 of our Complaints Procedure. Where tenants and former tenants remain dissatisfied after conclusion of a Stage 2 review, they have the right to take their complaint to the Scottish Public Services Ombudsman for an independent review.

## **10 Training**

- 10.1 We will ensure that all relevant staff receive appropriate training and information on the application of this policy.

## **11 Monitoring & Review**

- 11.1 Property and Housing Services Managers will monitor the operation of this policy and consider on an annual basis the nature and cost of rechargeable repairs, and proportion of costs recovered.
- 11.2 This policy will be reviewed every three years unless required earlier due to changes in the law, regulation, best practice, or requirements of Eildon.