



Rechargeable Repairs Policy

V.6 – May 2024

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Related Documents

- Scottish Secure Tenancy Agreement
- Recharge Procedure
- Void Management Policy
- Right to Repair Policy
- Repairs & Maintenance Policy
- Write-off Policy
- Equality & Diversity Policy

Translation Statement

If you have any difficulties reading this information or need further help understanding our processes please contact us. We can make this document available in a variety of formats. All you need to do is let us know what you need and we will try to assist.

Compliance

This policy has been drafted to ensure that it complies with current legislation and industry good practice.

Equality & Diversity

Fyne Homes is committed to providing services which embrace diversity and which promote equality of opportunity. As an employer we are also committed to equality and diversity within our workforce. Our goal is to ensure that these commitments, reinforced by our Values, are embedded in our day-to-day working practices.

Openness & Confidentiality

Fyne Homes believes that its members, tenants and other interested parties should have access to information on how it conducts itself. This means that unless information requested is considered commercially sensitive or personally confidential it will be made available on request.

Data Protection

Fyne Homes recognises that the Data protection Act 1998 is an important piece of legislation to protect the rights of individuals in respect to any personal information that we may keep about them, whether on computer or in manual systems. We are registered with the Information Commissioner as a Data Controller under the Data Protection Act and must ensure that our practices in the handling of personal information are of a high standard and comply fully with the Act.

1. Introduction

1.1. This policy describes the activities and responsibilities involved in carrying out repairs in circumstances where:

- The repair is the responsibility of the tenant; or
- The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property: or
- The repair is required when moving out of a house to bring it up to an acceptable standard.
- Accidental damage

1.2. Fyne Homes will ensure that no individual is discriminated against on grounds of sex or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions. Fyne Homes will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, tape and Braille as required.

2. Aim

2.1. The overall aim of this policy is to give a clearly defined framework which sets out the instances when repairs are rechargeable to tenants or to contractors.

2.2. Whilst the framework aims to provide for a consistent approach, there will be sufficient flexibility within the policy to allow for individual circumstances to be considered when a decision is being made on whether or not it is practicable to recharge – the reason for each decision being clearly demonstrated.

3. Links to vision and strategic priorities

3.1. This policy aims to fulfil the needs of Fyne Homes Strategic Priorities, in particular Meeting Housing Need - Invest in our properties through our program of capital, cyclical and reactive maintenance.

4. Legal framework

4.1. This policy acts in accordance with the Right to Repair Housing (Scotland) Act 2001.

4.2. Section 5.10 of Fyne Homes Scottish Secure Tenancy Agreement states that “ Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you , anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by fair wear and tear, or vandals provided that you have reported the damage to the police and the association as soon as the damage is discovered”.

5. Definitions

5.1. A rechargeable repair is defined as follows:

- 5.1.1. When a repair is normally the responsibility of Fyne Homes, but there has been accidental or deliberate damage by the resident, any member of the resident's family or visitor to the house
- 5.1.2. If we carry out a repair that we later find out is not the responsibility of Fyne Homes e.g. repairs to tenant alterations
- 5.1.3. Where due to the tenants actions or inactions, Fyne Homes is forced to incur costs e.g. repeated 'no access' charges from a contractor
- 5.1.4. If the emergency call out services are called out where the repair is not an emergency or where access is not provided to the emergency contractor
- 5.1.5. Where the Police force entry under warrant and the tenant is convicted of the associated crime or where Police forced access could have been avoided.
- 5.1.6. Where the outgoing tenant of a property leaves the accommodation in an unsatisfactory repair condition (other than wear and tear), or the property requires to be cleared out and/or cleaned before being re-let.
- 5.1.7. Where the rechargeable repair is subject to a building insurance claim, the person being recharged will only be liable for the insurance excess
- 5.1.8. Where individuals fail to maintain common parts or maintain their garden where they have exclusive use of it (see estate management policy)
- 5.1.9. As a result of consequential damage by the actions of the tenant, member of household or visitor to property e.g. a burst pipe as a result of hammering a nail when laying flooring
- 5.1.10. When floor covering requires to be uplifted to carry out a repair

6. Current tenants

- 6.1. Where a repair is likely to be recharged to a tenant, the tenant will be advised of this at the point of reporting the repair, or at the time of inspection of the damage, prior to the remedial work being carried out.

7. Outgoing tenants

- 7.1. Where possible, when a tenant has given notice of their intention to terminate their tenancy a joint pre-termination property inspection will be carried out by the Housing & Technical Department before the property becomes void. The pre-termination property inspection gives Fyne Homes the opportunity to identify potential rechargeable repairs and to minimise expense to the tenant by advising them of repairs required which are their responsibility.
- 7.2. This practice will also be carried out with respect to mutual exchange. However, in a mutual exchange recharge repairs are not normally raised as the incoming tenant accepts the property in the condition it is in and would sign a disclaimer to that effect.
- 7.3. Upon termination of the tenancy a void inspection survey will be undertaken by the Technical Services Department. The void inspection will enable any rechargeable repairs, which have been carried out after pre-termination inspections, to be identified on the void inspection pro forma and a decision taken on the acceptability of the repair.

8. Contractors

- 8.1. Under the terms and conditions of building contracts for capital works, the building contractor is responsible for defect repairs during the first year after handover of the

development. Where a tenant or sharing owner reports a repair during this defects liability period, Fyne Homes will categorise it as either a repair or a defect.

8.2. Where the building contractor fails to attend to a defects repair within the terms of the building contract, Fyne Homes will arrange for the work to be carried out by a maintenance contractor from Fyne Homes approved list of contractors. Fyne Homes will recover both the cost of the maintenance contractor carrying out the work and an administrative charge to cover Fyne Homes own costs incurred in processing the works. The building contractor will be notified of this and the amount will be deducted from retention monies due.

8.3. Any compensation required to be paid to a tenant by Fyne Homes Ltd due to a contractors failure to complete a Qualifying Repair within the timescale detailed in the Right to Repair Housing (Scotland) Act 2001 may be recharged back to the Contractor.

9. Recovery

9.1. The Technical Services Manager has responsibility for ensuring tenants are invoiced for rechargeable repairs and will liaise with the Income Team Leader/Officer where appropriate, regarding the recovering of costs. The Income Team will be responsible for pursuing the outstanding costs.

9.2. In certain circumstances, a decision may be made to waive recharge costs once the staff have taken an overview of the repair item and the circumstances of the individual tenant. Fyne Homes will record such instances, detailing the reasons for them. Such waivers will be reviewed annually to ensure consistency and to identify any possible trends which might show a need for policy review. Members of staff that may make a decision not to recharge would be Technical Services Director, Technical Services Manager, Technical Services Officers, Housing Officers, Income Team Leader & Housing Director.

9.3. The Policy for Writing Off Bad Debts details the process to be followed where rechargeable repair costs are not recovered.

10. Disputes

10.1. Any disputes will be handled through Fyne Homes Complaints Policy and Procedures.

11. Reviewing process

11.1. This policy will be reviewed in line with the respective current Fyne Homes policies, and/or where a change in legislation arises.

11.2. If there is a procedural delay in the policy revision then the relative legislation in force at the time will prevail.

Version number	Revision Date	Part of doc revised	Reason for revision	Approved by
6	30/05/2024	1.1, 5.1.5, 5.1.6, 7.1, 4.2	3 yearly review	Management Comm