



PORT OF LEITH
HOUSING ASSOCIATION

CHARGEABLE REPAIRS POLICY

FULL REVIEW TRACKING

A “Full Review” refers to a point when the whole document is reconsidered by appropriate stakeholder to establish if it is still fit for purpose and this is formally signed-off at the appropriate management level. This acts as assurance the Association’s position on key matters is up to date with legislation, regulation and good practice.

Policy Owner	Gordon Cameron, Director of Property and New Business
Document Author(s)	Kevin Wilson
Communication & Training Methods	Circulated to LT and OMT. The policy will be issued to the PNB and Housing teams for implementation and discussion.
Date Last Approved	September 2017
Approved By	Approved by OMT 9 th September 2017 Approved by LT
Review Cycle	5 Years
Next Review Date	October 2022
The Policy has a direct link to the following PoLHA policies and procedures	Unplanned Repairs to Tenanted Properties. Debt Recovery for Chargeable Repairs. Chargeable Repairs Procedures
This policy complies with the requirements of these legal and/or regulatory documents	Housing (Scotland Act 2014) Scottish Secure Tenancy Agreement. Tenement of Scotland Act (2004)
Equality & Diversity Impact (EI) Assessment Status	This document was EDI Assessed by the Maintenance Manager (Kevin Wilson) using the organisation’s set procedure in September 2017 and is considered to be free of anything which may lead to any unfair discrimination in its application.

REVISION TRACKING

Revisions are minor changes which are made between Full Reviews which might be needed because of new ideas or changes

Revision Date	Part of doc revised	Reason for revision	Approved by

1. BACKGROUND/INTRODUCTION

- 1.1 Port of Leith Housing Association has a range of residential and commercial properties which will receive requests from the tenants or other owners to undertake chargeable repairs to their property.

The aim of this policy is to ensure an effective management system is in place and to set out the requirements for managing service standards for chargeable repairs required to these properties. It is also to clarify for customers the service we provide and to ensure that the Association recovers the chargeable costs incurred from its customers.

- 1.2 Further details of chargeable repairs and the entitlement for the recovery of the costs for tenants and property owners are included within:
- The tenancy agreement
 - The tenant's handbook
 - The commercial lease
 - The factoring agreement
 - The property title deeds
 - The Tenement (Scotland Act) 2004

2. POLICY STATEMENT

- 2.1 It is the policy of Port of Leith Housing Association to ensure that it provides value for money for its customers. This policy ensures that the Association recovers the cost of chargeable repairs from tenants, former tenants, sharing owners and owners for work carried out on their behalf that is their responsibility to pay for.

3. RESPONSIBILITIES UNDER THE POLICY

- 3.1 **Leadership Team** – will be responsible for the approval of the policy.
- 3.2 **Maintenance Manager** - will be responsible for the implementation of this Policy and will be responsible for ensuring the appropriate level of competence and resources exist throughout the management chain to ensure proper implementation of the policy.
- 3.3 **Senior Maintenance Officer** – will be responsible for ensuring that day to day and void chargeable repairs are effectively managed.
- 3.4 **Facilities Team Leader** - will be responsible for ensuring that owners, sharing owners and factored owner's chargeable repairs and debts are effectively managed.
- 3.5 **Asset Manager** - will be responsible for ensuring that chargeable repairs undertaken as part of a planned works programme and debts are effectively managed.

3.6 **Customer Advice Manager** – will be responsible for the implementation of the debt recovery process for the day to day and void chargeable repairs.

4. **POLICY FRAMEWORK**

The aim of the policy is to ensure that:

4.1 We maximise our income recovery from chargeable repairs from tenants, former tenants, sharing owners and owners for work carried out on their behalf that is their responsibility to pay for and not the responsibility of the Association.

4.2 We invoice tenants, former tenants, sharing owners and owners for the cost of any repair works carried out on their behalf that it is their responsibility to pay for based on:

- Their tenancy agreement.
- The tenant's responsibilities as detailed in the Tenants Handbook.
- Their occupancy agreement, title deed, deed of condition or under the Tenement (Scotland) Act 2004.
- Their factoring terms and conditions.

4.3 Examples of chargeable repairs include:

- Repair and replacement of items damaged through neglect or misuse by a tenant visitor or relative.
- Replacement of locks or keys caused by loss or negligence.
- Blocked sinks, showers or baths through misuse.
- Removal of fittings and fixtures installed by tenants.
- Cleaning of the property at the end of the tenancy where not undertaken by the outgoing tenant.
- Decoration where the property has been returned in a poor condition at the end of the tenancy by the outgoing tenant.
- Private owners' contributions to common repairs and routine maintenance to mixed ownership and factored properties.

4.4 We will use all available means to recover the costs of work when debts are not paid in the timescales due, including charging for any fees incurred in recovery.

4.5 This includes the use of debt collection agencies and for owners, registration of notices of potential liability and / or inhibitions on their property title and sequestration; and for tenants, restrictions on the services they receive and court action and potentially eviction.

4.6 Except for work required due to a Health and Safety issue we will only undertake work where we have the authority to do so and there is agreement

to our terms and conditions for managing the work, receiving payment and collecting any debt.

5. Basis of Charge

- 5.1 The basis of our charge and any arrangements for advance payment will be made clear in our agreement.
- 5.2 For owners where we do not factor the property and where we do not receive a factoring fee, we will charge the actual cost of the work and an additional fee to cover our costs. This will be expressed as a percentage of the invoice cost. The percentage value we request will be reviewed annually in light of our actual costs. We may ask for a deposit or the full cost to be paid prior to the work being organised if the value of the work is deemed to be excessive, this will ensure the risk to the Association is minimised and the debt is effectively managed.
- 5.3 Where we act as a property factor as we charge an annual fee for the cost of this service, we will only request a one of administration fee for work if the full cost of the work is over the value set in the factoring terms and conditions and where we will incur additional costs in obtaining quotes or if increased site supervision is required to manage the repair.

6. Chargeable Repairs to Tenants

- 6.1 Tenants will be charged on the basis of the estimated cost at the time the repair work is instructed. Where additional works are identified during the carrying out of the repair, the estimate will be updated and the customer informed as soon as practicable.
- 6.2 Where the contractor attends and determines that the repair could be re-chargeable he will make safe the repair and notify the tenant and the Association that the repair may be chargeable. The Association will then contact the tenant and arrange for an inspection to be undertaken. Where the repair is deemed chargeable the tenant will be informed and provided with an estimated cost for carrying out the repair.
- 6.3 Where a chargeable repair will be undertaken by the Association the maintenance team will provide this information to the housing and tenant support teams to determine if there were any issues that would necessitate the charge to be waived or reduced. If the charge requires be waiving or reducing they would request the approval of the senior maintenance officer to implement the requested changes.

7. Non-Payment of Chargeable Repairs

- 7.1 Where there is a non-payment of a chargeable repair we will send two reminders following the invoices are sent prior to taking any further action.
- 7.2 Where payments remain outstanding and there has not been an instalment agreement made, or it is no longer being maintained, we will chase recovery

by the most economic means to us depending on the value of debt owed.

This will include the use of debt collection agencies and for owners, registration of notices of potential liability and / or inhibitions on their property title and sequestration; and for tenants, restrictions on the services they receive and court action and potentially eviction.

- 7.3 For tenants where the charge is not paid or an agreement to pay is not made or kept to for a three-month period, we will refuse transfer requests until the charge is paid, or the agreement is reinstated and kept to for the necessary period of time. We will also refuse to undertake any repairs which are over and above our statutory responsibility until the charge is made or an agreement put in place.

8. Write-Off of Debts

- 8.1 All outstanding debts will be reviewed quarterly by the Maintenance Manager, Asset Manager and Housing Manager to determine if any debt should be written off as uncollectable or if there is another specific reason for doing so. A report will go to the Leadership Team advising of any write-off recommendations for debts under £5,000 and to the Board of Management for debts over this value, in accordance with the Association's Scheme of Delegated Authority

9. POLICY & PROCEDURE EFFECTIVENESS ASSESSMENT CRITERIA

- 9.1 The Leadership Team will receive a quarterly report on the outstanding chargeable debts for tenant and former tenant chargeable repairs, factoring and owners' common repair services and debt recovered. In addition, the Leadership Team will receive details of the debt position quarterly in the management accounts.

10. REFERENCES

- 10.1 Housing (Scotland Act 2014)
10.2 Scottish Secure Tenancy Agreement.
10.3 Tenement of Scotland Act (2004)
10.4 Tenant handbook