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| **Policy on :** | **Rechargeable Repairs and Insurance Use Policy** |

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| **Compliant Scottish Social Housing Charter:** | 4. Quality of Housing  5. Repairs, Maintenance and Improvements  13. Value for Money |
| **Compliant with Tenant Participation Strategy :** | N/A |
| **Compliant with Equal Opportunities :** | This report will ensure that all tenants are treated equally. |
| **Compliant with Business Plan :** | Policy review required as part of Property Services action plan. |

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| **Date Approved :**  **Date for Review :** | November 2014 |

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| **Responsible Officer :** | **Director of Customer Services** |

DIRECTOR/PROPMANPOL/PM04/DMI/PB/23.05.11

1. **Introduction**

The Association recognises that properties can be damaged accidentally and that this is part of the day to day life. Where property is damaged deliberately or where substantial damage is caused accidentally the Association must take all reasonable steps to recover the costs of making the property safe and habitable. This policy sets out the ways in which the Association will manage these circumstances and how it will recover these costs. This policy is linked to the Association’s debt recovery policy and procedures.

1. **Responsibility**

The Association and its tenants share responsibility for keeping properties well maintained and safe. Both the Associations and the customers’ main responsibilities are detailed in the tenancy agreement. Appendix 1 lists the main tenant and landlord responsibilities for repairing and maintaining people’s homes.

**Where BHA responsible**

Where the Association is responsible for the work to be carried out we shall do this in accordance with our maintenance policy. In some circumstances, we will make a claim through our insurance policy. At present, the Association will only claim for works that are in excess of £600.

**Where the tenant is responsible**

Where the tenant is held liable for the damage caused, they will be required to pay for any costs incurred. These are known as rechargeable repairs.

**Where there is a shared responsibility**

In some circumstances, the Association, sharing owners and the owner- occupier may be jointly responsible for the works and both parties will be required to pay their share. These are known as common repairs and the Associations factoring policy covers these in more detail.

1. **Rechargeable Repairs**

In some situations, the Association will require its tenants to make good any damage caused. Where these works are not carried out by the tenant, the Association will arrange for the works to be completed and may recharge the tenant for the cost of carrying out and arranging the works. Where the cost of reinstating the damage is substantial, an insurance claim will be considered.

The Association will not recharge former tenants except where internal transfers have taken place, but these debts will be recorded on the house records and re-payment arrangements will be required where the tenant/applicant seeks a house in the future.

The Association will seek to recover costs incurred due to the failure of the tenant to:

* + Advise the police of the occurrence of damage caused by acts of vandalism or criminal activity. In this situation, a Crime Reference Number should be requested from the Police by the tenant.
  + Call-outs made where the problem found is due to the tenant’s unauthorised or defective appliance or installation e.g fauly cooker or washing machine tripping the electrics. Similarly, where the tenant is responsible for for a household appliance such as a toilet or sink being blocked through improper use.

1. **Common Repairs**

Where repair works are required in common areas or where the repair affects more than one property, the account will be marked “common”. This will allow the proportionate costs to be allocated to the factoring accounts and for individual recharges to be raised for those owners who are not factored by the Association. If possible and the Association is aware at the time of the repair request, we will seek the permission of joint owners before we carry out the works. Where repairs are urgent or where it would be uneconomic to formally seek all the owners’ permission we will do the repair and recharge without authorisation.

1. **Insurance Claims**

Where remedial works are in excess of £600 , an insurance claim will be considered.

**Notice**

Where possible, staff will give notice in writing that works are required to bring a property up to the Associations standard. Emergency works will be made safe or repaired without notice. This notice shall give a timescale for the works to be completed, the tenant will be able to arrange or carry out the works themselves within this period. If the quality of work is not to the Associations standard, or the customer fails to carry out the works, then the Association will arrange for the repairs to be completed with the costs being recharged to the tenant.

1. **Recovery of Debt**

Barrhead Housing Association will take all reasonable and pragmatic steps to recover monies owed resulting from rechargeable repairs. This may include the use of debt collection agencies and legal action. The Association’s policy for the recovery of debts are set out in its Debt Recovery Policy.

It is recognised that while rechargeable repairs should be pursued on a point of principal, it is often not cost effective to pursue some repairs. In the following situations we will review each case and decide whether to seek recovery of the charge.

In all cases, we will not issue an invoice for any bill which is under £25 in value as these are uneconomic to recover. The following issues will be considered:

* + health and disability of the tenant
  + ability to pay
  + history of previous rechargeable repairs and debt recovery issues
  + death and there is no known estate
  + we will not pursue rechargeable repair debts where tenants are also in arrears of rent exceeding £500;

Where a tenant requests a transfer but refuses to make good damage or pay rechargeable bills, then the transfer will not go ahead without committee approval unless the tenant has kept to an agreement to pay for the works for a period of 12 weeks.

1. **Requests for chargeable work**

Requests for works to be carried out- where a tenant requests BHA to carry out the work or where they are unable to do required work themselves, the tenant will be given an estimate for how much the work shall cost. This should be paid for in advance if possible, or a phased payment of at least 50% should be received before work commences.

In situations where willful damage and poor management of the property have occurred the Senior Management Team shall consider the action to be taken before proceeding with the repair. Where the repair is minor, cosmetic and or does not lead to an unsafe situation the repair will not be carried out.

1. **Financial Monitoring**

Where works are identified as rechargeable they will be clearly marked as such, this will allow subsequent recharging. The cost of the repair will be added to QL software sub-account to allow the debt to be pursued by Customer Services Staff in line with our Debt Recovery Policy.

1. **Reporting**

Performance details about Rechargeable Repairs and Insurance claims will be included in the Quarterly Performance Report presented to the Management Committee. In addition, a review of rechargeable repairs being recommended for write off will be presented to the Management Committee twice each year.

1. **Complaints**

Barrhead Housing Association operates a Complaints Policy that is open and transparent, should any customer or service user feel the need to make a complaint against an individual or the organisation, the Complaints Policy and procedure will be implemented.

In keeping records about complaints and in allowing access to our files we will comply with the legislative requirements including, Access to Person at Files Act 1987 and Data Protection Act 1998.

Should any customer or service user have a complaint that is unresolved to their satisfaction they can refer the complaint to The Scottish Public Service Ombudsman. Complainants should note that they must exhaust the Association’s policy first before complaining to the ombudsman.

1. **Equal Opportunities**

Barrhead Housing Association is committed to providing fair and equal treatment to all our customers.

The Association will not discriminate against anyone on the grounds of race, colour, ethnic or national origin, disability, religion, age, sexual orientation, marital status, family circumstances, employment status or physical ability.

We will offer customers a range of options for communicating with us, since requiring to contact us may have to be in writing and this may be a deterrent, for example for people with poor literacy skills, visual impairment, or where first language is not English. We will monitor use of our recharges and insurance policy and procedure for ethnic origin and disability to ensure that our procedures deliver fair outcomes for different groups of customers.

1. **Review Arrangements**

This policy will be reviewed every three years, or earlier if changes are required.

**Appendix 1**

**Repair Responsibilities**

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| ITEM | **BHA** | **TENANT** | **EXCEPTION** |
|  |  |  |  |
|  |  |  |  |
| ALTERATIONS |  | **X** | EXCEPT WHEN ADOPTED BY THE ASSOCIATION |
| BANISTER (EXTERNAL) | **X** |  |  |
| BANISTER( INTERNAL) | **X** |  |  |
| BATH | **X** |  |  |
| BIN SHELTER | **X** |  |  |
| CEILINGS | **X** |  |  |
| CISTERN | **X** |  |  |
| CLOSE DOORS | **X** |  | MAY BE SHARED RESPONSIBILITY |
| CLOTHES POLES | **X** |  | MAY BE SHARED RESPONSIBILITY |
| COMMUNAL AREAS TO FLATS | **X** |  | MAY BE SHARED RESPONSIBILITY |
| COOKERS |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| DECORATION (EXTERNAL) | **X** |  |  |
| DECORATION(INTERNAL) |  | **X** |  |
| DOOR BELL | **X** |  | IF FITTED BY ASSOCIATION |
| DOORS (INTERNAL),INC IRONMONGERY | **X** |  |  |
| DOORS(EXTERNAL),INC IRONMONGERY | **X** |  |  |
| DOOR ENTRY SYSTEMS | **X** |  |  |
| DOOR LOCKS | **X** |  | EXCEPT WHEN FITTED BY THE TENANT |
| DOOR NAME PLATE |  | **X** |  |
| DOOR NUMBER PLATE |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| DOWN PIPE | **X** |  |  |
| DRAINAGE | **X** |  | EXCEPT WHEN CHOKED BY TENANTS MISUSE |
| DRIVEWAYS | **X** |  |  |
| DRYING AREAS | **X** |  |  |
| ELECTRIC FIRES AND HEATERS |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| ELECTRIC PLUGS |  | **X** |  |
| ELECTRIC WIRING(INC SOCKETS AND WIRING) | **X** |  |  |
| EXTRACTOR FANS | **X** |  |  |
| FASCIA BOARDS ETC | **X** |  |  |
| FLOORBOARDS | **X** |  |  |
| FLOOR FINISHES(COMMON AREAS) | **X** |  | MAY BE SHARED RESPONSIBILITY |
| FLUORESCENT LIGHT BULBS |  | **X** |  |
| FUSE BOX/ MCB | **X** |  |  |

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| ITEM | **BHA** | **TENANT** | **EXCEPTION** |
| GAS CENTRAL HEATING | **X** |  |  |
| GARDEN HUTS |  | **X** |  |
| GATES |  | **X** | EXCEPT WHEN FITTED BY THE TENANT |
| GLASS |  | **X** | EXCEPT WHEN REPORTED TO POLICE AS VANDALISM |
| GUTTERING | **X** |  |  |
| HANDRAILS | **X** |  |  |
| KEYS (REPLACEMENT) |  | **X** |  |
| KITCHEN UNITS AND WORKTOPS | **X** |  |  |
| LIGHTS(ATTACHED TO BUILDING) | **X** |  | EXCEPT WHEN RESPONSIBILITY OF LIGHTING DEPT |
| LIGHT BULBS |  | **X** |  |
| MEDICAL ADAPTATIONS | **X** |  | WHEN INSTALLED BY THE ASSOCIATION |
| MINI KITCHENS | **X** |  | WHEN INSTALLED BY THE ASSOCIATION |
| OVENS AND HOBS | **X** |  | WHEN INSTALLED BY THE ASSOCIATION |
| PARKING AREAS(COMMON) | **X** |  |  |
| PATHS | **X** |  |  |
| PLASTER WORK | **X** |  | EXCEPT WHEN UNREASONABLE DAMAGE HAS OCCURED |
| PLUGS ,CHAINS FOR BATH,WHB,SINKS | **X** |  |  |
| RADIATORS | **X** |  |  |
| ROTARY DRIER |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| ROUGHCAST | **X** |  |  |
| SAT SYSTEMS |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| SANITARYWARE | **X** |  |  |
| SHOWERS, SHOWER UNIT |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| SINK TOP | **X** |  |  |
| SMOKE DETECTORS | **X** |  |  |
| STAIR LIGHTING | **X** |  |  |
| STEPS | **X** |  |  |
| TAPS | **X** |  |  |
| TILING |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| TOILET SEAT | **X** |  |  |
| TV AERIALS(COMMON) | **X** |  |  |
| TV AERIALS (INDIVIDUAL) |  | **X** | EXCEPT WHEN SUPPLIED BY THE ASSOCIATION |
| WASHER DRIERS | **X** |  | WHERE SUPPLIED BY THE ASSOCIATION |
| WC SEAT | **X** |  |  |
| WINDOWS | **X** |  |  |
| WOODWORK(INTERNAL) | **X** |  |  |

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