

Date Issued	29 November 2012
Last Reviewed	March 2023
Department	Asset Management
Title	Chargeable Repair Service
Objective	To minimise the loss of income through the prompt and effective recovery of chargeable repair costs.
Responsible	Director of Asset Management
Next Review Date	March 2028

1.0 Policy

- 1.1 We will carry out Chargeable Repairs with the express agreement of the tenant or owner, provided there are no unpaid chargeable invoices outstanding. The only exceptions to this will be when an emergency repair is necessary because of damage caused by the tenant.
- 1.2 We reserve the right to insist that the specification of a major component meets our current standard. This is to ensure that the quality of major components, such as the replacement of external doors is not compromised.
- 1.3 We will take reasonable steps to recover costs where we have carried out work. We will consider the potential costs in time and money to the Association when trying to recover costs.
- 1.4 We will consider charging tenants for abortive emergency call-outs and, in exceptional circumstances, for wasted time or abuse of the services we provide. When applied, this charge will normally be the full cost of the service provided.
- 1.5 Where we have agreed an appointment with the tenant for complex work or installations such as heating, bathroom or kitchen replacements, we will consider charging them if no access is given when the contractor arrives. The amount charged will be the call out rate in the Authorisations and Standard Allowances Policy (which is reviewed annually), multiplied by each operative or member of staff attending the appointment.

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- 1.6 We will normally charge tenants when we force entry to a property, for example when we have to carry out essential servicing or repairs, or during the course of the repossession of the property. The amount we will charge is set out in our Authorisations and Standard Allowances Policy, which is reviewed annually.
- 1.7 Tenants have the right to appeal a decision we make to charge them the costs set out in Sections 1.4 to 1.6 above. Appeals should be made within two weeks of the disputed decision. We will acknowledge the appeal within two working days and provide a full response within 10 working days.
- 1.8 The Asset Manager has discretion to waive charges in exceptional circumstances.
- 1.9 When we require to carry out a Chargeable Repair at the end of a tenancy, we will make every effort to contact the former tenant to make a suitable arrangement to clear the debt.
- 1.10 We will normally refer all outstanding former tenant and owner debts to a debt collection agency apart from:
- When a repayment arrangement has been agreed and is being maintained
 - Where debts are considered uneconomical to pursue or there are exceptional circumstances, for example, those debts arising from a tenant's death, if we know that there is no estate (such cases will be considered for write off)
- 1.11 The following repairs are recognised as those that we would generally charge for as they are the tenant's responsibility. This list is not exhaustive:
- Boarding up windows and doors
 - Reglazing windows
 - Forcing entry
 - Forcing entry and changing the locks
 - Changing locks
 - Replacing internal doors
 - Replacing bathroom fittings (wash hand basins, WC's and cisterns)
 - General damage by the tenant
- 1.16 We review our Chargeable Repair costs on an annual basis and any increases will be applied from 1 April the following year.

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2.0 Current Tenant Chargeable Repairs Procedure

- 2.1 When a repair is classed as a Chargeable Repair, we will advise the tenant:
- That the repair is their responsibility
 - The cost of doing the work on their behalf
 - That they can arrange the repair themselves using their own contractor
 - That we reserve the right to replace major components to our minimum current standard
- 2.2 We will tell the tenant of the total cost of the repair, (which includes VAT), however, if the Chargeable Repair is not a common repair for which we hold costs, we will advise the tenant that we will obtain a cost and revert to them within an agreed timescale before proceeding any further.
- 2.3 We will raise a works order when the tenant has accepted the price quoted and will write to them, confirming the details of the repair ordered, the agreed cost and the contractor who will carry out the work.
- 2.4 We will maintain a record of all issues relating to Chargeable Repairs. This will include a record of 'phone calls, contact with contractors and any variations to the works order.
- 2.5 Our Finance Department will send an invoice to the tenant within 30 days of receiving notification from the contractor that the work is complete. Tenants must pay invoices within 14 days of receipt. If the invoice is not paid within this time, we will send a reminder letter giving them a further 14 days to pay. We will consider sending the debt to a debt collection agency if the invoice remains unpaid.
- 2.6 Whilst an invoice remains unpaid, we will not instruct any further Chargeable Repairs on behalf of the tenant until the invoice is paid or a suitable repayment arrangement has been agreed and is being maintained. However, both the Asset Manager and Housing Manager have discretion to order further Chargeable Repairs in exceptional circumstances. For example, if a Chargeable Repair is required to make the property wind and watertight or for health and safety reasons.
- 2.7 We will always attempt to recover Chargeable Repair debts and will expect tenants to make arrangements to clear them if they want a transfer or an exchange. If a tenant has both rent and Chargeable Repair debts, then the recovery of the rent arrears will take first priority, though this may depend on an individual tenant's circumstances and we may seek to have a repayment arrangement in place for both debts.
- 2.9 If a tenant terminates their tenancy and an invoice remains unpaid, we will remind them that they must clear the outstanding debt before the termination

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date, failing which the debt may be passed to a debt collection agency for recovery.

3.0 Former Tenant Chargeable Repairs

- 3.1 Former tenant Chargeable Repairs and other tenancy debts, such as rent arrears, legal expenses, Sheriff Officer fees and Benefit Overpayments will be pursued, however the amount of staff time expended will be kept to a minimum.
- 3.2 Where the former tenant's whereabouts are known or we have an email address, we will write to them warning that if they do not clear the debt or enter into a suitable repayment arrangement the debt will be passed to a debt collection agency for recovery.
- 3.3 If the tenants' whereabouts are unknown, a debt collection agency will be instructed to pursue the debt.
- 3.4 We may take legal action to recover former tenancy or other tenancy debts and will take a pragmatic approach to this, taking into account the costs that will be incurred as a result of such action, the best chances of collection and minimising debt write off.
- 3.5 If a tenant has died and we know that an estate has been left, we will contact the Executor to attempt to recover the debt. If there is no Executor, we will consider writing off the debt.

4.0 Monitoring and Performance

- 4.1 The Audit & Assurance Committee will monitor performance through the submission of quarterly reports and will be asked to approve any write offs deemed to be required.
- 4.2 Detailed procedures are provided to staff to ensure that this policy is operated effectively.

5.0 Review of Policy

- 5.1 The Director of Asset Management will ensure that this policy is reviewed at least every five years and that any amendments required are submitted to the Management Committee for approval.