

Rechargeable Repairs Policy

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Rechargeable Repairs Policy

1.0 Introduction & Background

- 1.1 This policy aims to ensure value for money and to ensure best use of the Associations resources, particularly the maintenance budget. Where appropriate and reasonable, West of Scotland Housing Association (The Association) will endeavour to recharge a tenant for repairs which are either the tenants' responsibility or due to wilful, negligent or accidental damage.
- 1.2 The Association is responsible for the maintenance and repair of its' stock. However, customers also have responsibilities for some repairs and maintenance. This policy aims to support the current Repairs and Maintenance Policy and reduce cost from works attributable to neglect, misuse and/or wilful damage.
- 1.3 Rechargeable repairs have the potential to have a significant effect on repairs budgets if not managed effectively. Whilst the Association understands that the recovery of these costs can be a difficult task, there is a need for clarity and consistency on the approach for residents who are exposed to costs associated in dealing with rechargeable repairs and the recovery process.
- 1.4 The policy applies to West of Scotland Housing Association tenants and also Westscot Living Ltd tenants in mid-market rent properties.

2.0 Scope of the Policy

- 2.1 This document outlines the Rechargeable Repairs Policy in line with legislative and good practice requirements, whilst being fair, and non-discriminatory.
- 2.2 This policy applies to all tenants and former tenants and also factored owners with properties in common buildings managed by the Association.
- 2.3 This policy supports the Repairs and Maintenance Policy which highlights tenants and owners' responsibilities in terms of repairs.
- 2.4 The policy is supported by a series of procedures and work instructions reflecting the operational activity that supports the rechargeable repairs policy whilst outlining employee roles.
- 2.5 The policy will be made available in different formats or languages on request.

3.0 Aims and Objectives

- 3.1 In pursuit of our efficiency & value for money objectives, the Association has a duty to ensure that all available finance can be targeted at legitimate repairs. The consistent application of this policy will assist in delivering fair treatment to all of our customers.

- 3.2 The policy outlines the Association's strategy for identifying and informing tenants, former tenants and owners of the considerations before rechargeable repairs are instructed and the potential outcomes they face if a re-chargeable repair is carried out.
- 3.3 Key aims of the policy are outlined as follows: -
- To define what is a rechargeable repair
 - To provide guidance on the circumstances when a rechargeable repair will be recharged
 - To provide guidance on the circumstances when discretion may be exercised
 - To outline the basis for calculating the recharge
 - To inform customers of various payment arrangements
 - To monitor the volume of rechargeable repairs in order to seek continuous improvement for reduction through tenancy management initiatives

4.0 Equalities

- 4.1 The Association will comply with the Equality Act 2010 and the Public Sector Equality Duty, where applicable, by ensuring that this policy is applied fairly, consistently and without unlawful discrimination. We will have due regard to the need to eliminate discrimination, harassment and victimisation; advance equality of opportunity; and foster good relations. We will also take account of socio-economic disadvantage, trauma, domestic abuse, disability, vulnerability, health conditions and any other individual circumstances that may affect a customer's ability to report, prevent or pay for a rechargeable repair.
- 4.2 The Association will ensure that services are accessible to all customers regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. Reasonable adjustments will be considered where required, including changes to communication methods, appointment arrangements, repayment arrangements or the way decisions are explained.
- 4.3 As with all Association policies and practices, the Association will adhere to Outcome 1 of the Scottish Social Housing Charter (*Equalities*):

"Social landlords perform all aspects of their housing services so that they support the right to adequate housing, every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services."

5.0 Legal and Good Practice Framework

- 5.1 Section 31 of the Housing (Scotland) Act 2010 requires Scottish Ministers to set the Scottish Social Housing Charter. The current Charter was approved by the Scottish Parliament and took effect from 1 November 2022. The Charter sets out the outcomes and standards that social landlords should achieve when delivering housing services and does not replace the legal duties that apply to landlords. The outcomes most relevant to this policy are:
- Outcome 1 (Equalities)
As per section 4.3
 - Outcome 2 (Communication)
'Social Landlords manage their businesses so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides'.
 - Outcome 4 (Quality of Housing)
"Social landlords manage their businesses so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard when they are allocated; are always clean, tidy and in a good state of repair; and also meet any other building quality standard, energy efficiency standard or zero emissions heat standard that applies."
 - Outcome 5 (Repairs, Maintenance and Improvements)
'Social Landlords manage their businesses so that tenant's homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done'.
 - Outcome 13 (Value for Money)
'Social landlords manage all aspects of their business so that tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay'.
- 5.2 The Housing Scotland Act 2001, covering Scottish Secure Tenancy Agreements (SST), puts Landlords under an obligation to ensure that the house is kept wind, watertight and habitable. The SST also extends to the appropriate use and maintenance responsibilities of properties and common parts, and instances when recharges can be applied to tenants.
- 5.3 This policy is aligned to the Scottish Housing Regulator's Regulatory Framework, including the requirement for RSLs to demonstrate effective governance, financial management, tenant and service user focus, openness, transparency and compliance through the Annual Assurance Statement. The most relevant Standards of Governance and Financial Management include:
- Standard 2

'The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users, and stakeholders. And its primary focus is the sustainable achievement of these priorities.

- Standard 3
'The RSL manages its resources to ensure its financial well-being while maintaining rents at a level that tenants can afford to pay.
- Standard 5
'The RSL conducts its affairs with honesty and integrity'

5.4 Legislation, regulation and good practice relevant to this policy include, but are not limited to:

- Housing (Scotland) Act 2001, including provisions relating to Scottish Secure Tenancies, repairs obligations, access and the Right to Repair scheme.
- Housing (Scotland) Act 2026 – repairing standard
- The Association's Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreement, occupancy agreements and any relevant mid-market rent tenancy terms.
- Housing (Scotland) Act 2010 and the Scottish Social Housing Charter, effective from 1 November 2022.
- Scottish Housing Regulator Regulatory Framework and Standards of Governance and Financial Management, effective from 1 April 2024.
- Equality Act 2010 and equalities duties, including reasonable adjustments and consideration of individual needs.
- Data Protection Act 2018 and UK GDPR.
- Tenements (Scotland) Act 2004, title deed provisions and the Tenement Management Scheme where title deeds are silent or unclear.
- Domestic Abuse (Protection) (Scotland) Act 2021 and related tenancy provisions, where relevant to decision-making and recovery action.

6.0 Roles and Responsibilities

6.1 This section outlines the roles and responsibilities in relation to the policy for all staff.

- Director of Development and Asset Management
 - Ensure effective implementation and monitoring of this policy and supporting procedures;
 - Ensure staff are aware of the policy and supporting procedures
 - Ensure value for money from procurement activity is achieved.
- Maintenance Manager

- Responsible for the day-to-day monitoring of the implementation of the policy.
 - Ensure relevant training is in place for all staff
 - Obtain VFM
- Finance Manager
 - Responsible for ensuring recharge invoices are raised and issued timeously
 - Director of Housing and Community Services
 - Responsible for overseeing pursuit of recharge debts.
- 6.2 Other section managers will ensure staff are aware of and comply with the Association's policy and supporting procedures.
- 7.0 Control of Payments and benefits**
- 7.1 The Association's Entitlement, Payments & Benefits Policy describes the entitlements, payments or benefits that our staff members are able to receive. It also describes what is not permitted during working practice and the arrangements that we have in place to ensure that the requirements of this policy are observed.
- 7.2 The Association may receive requests to carry out rechargeable repairs from customers who are 'connected people' to members of staff. Connected people to members of staff are defined as follows:
- Members of your household. This includes:
 - Anyone who normally lives as part of your household (whether related to you or otherwise)
 - Those who are part of your household but work or study away from home
 - Partner, Relatives and Friends. This includes:
 - Your partner (if not part of household)
 - Your relatives and their partners
 - Your partner's close relatives (i.e. parent, child, brother or sister)
 - Your close friends
 - Anyone you are dependent upon or who is dependent upon you
 - Acquaintances (such as neighbours, someone you know socially or business contacts/associates)
- 7.3 Members of staff who receive requests to log rechargeable repairs will ensure the customer is not included in the above categories. Should the customer be a connected person an alternative member of staff will

carry out an assessment of the requirements of the repair and log in line with the guidelines for the categories of repair.

8.0 Definition of a Rechargeable Repair

8.1 The Scottish Secure Tenancy Agreement highlights that the tenant is responsible for repairing damage caused wilfully, accidentally or negligently by the tenant, anyone living with the tenant or an invited visitor to their home. If the Association decides to carry out the repair work the tenant must pay us the cost of the repair.

8.2. Mid-Market Rent (MMR) properties a deposit is taken at the start of the tenancy and lodged with a tenancy deposit scheme within 30 working days of the beginning of the tenancy, which can cover the costs of tenant damage/neglect and bringing the property up to The Repairing Standard as set out in the Housing (Scotland) Act. At the end of a private rented tenancy, WSHA will make a claim to the Tenancy Deposit scheme for any damage etc caused to the property by the tenant. WSHA will make a claim to the Tenancy Deposit scheme at the end of the tenancy for any damage etc caused to the property by the tenant. If the cost to repair the damage is higher than the deposit, WSHA will look to recover any losses through the rechargeable repair policy.

8.2 This policy defines a 'rechargeable repair' as one which meets either of the following:

- The repair is the responsibility of the tenant to carry out (Appendix 1 division of repair responsibility).
- The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to their property or immediate common parts
- The damage to the common area of the property is due to wilful damage, neglect, misuse or abuse by the resident, their family or visitors of a privately owned property factored by the Association.
- The tenant has failed to provide a police incident number for works they advise have been of a criminal nature
- Repairs required when a tenant has terminated their tenancy to return the property to a re-lettable standard
- Note: factored owners will have responsibilities for common area repair costs where repairs are deemed to be rechargeable, for example vandalism, and no individual can be reasonably identified and proven to be responsible for the damage. Factored owners will also be re-charged for works which are found to be their responsibility rather than communal after being undertaken. Title deeds will be used to determine a repair whether is common and if they are silent the Tenement Scotland Act will apply; if the matter remains in contention, we will advise owners to seek their own legal advice.

- 8.2 Former tenants will be responsible for the cost of carrying out repairs to a property to bring it up to an acceptable standard for re-letting when damage was caused wilfully, negligently or accidentally by the tenant or anyone visiting the tenant. Staff will arrange a pre-termination visit during which they will advise on possible recharges for damage or unauthorised alterations. A former tenant may also be pursued for costs when access has not been granted for the pre-termination visit and work is required to rectify damages to the property or costs are incurred to clear the former tenant's belongings.

9.0 Circumstances for recharging

- 9.1 Generally the Association is responsible for repairing and maintaining the structure, property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign their Tenancy Agreement, and these responsibilities are also outlined in the Tenants' Handbook.

- 9.2 Rechargeable repairs occur when:

- The repair is a result of damage/negligence/vandalism by the tenant, a member of their household, a lodger, a pet or a visitor to the property as per the Tenancy Agreement.
- Loss of keys, resulting in forced entry, replacement lock\barrel, providing extra keys and/or repairs/replacements works to door standards, door or locks.
- Repairs to/replacement of any fixtures, which have been supplied or fitted by the tenant and are deemed to be unsafe or require replacement
- Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property.
- Work that is necessary at the end of a tenancy to return the property to an acceptable and lettable standard and exceeds what would be deemed fair wear and tear. This includes costs to clear all remaining personal items and furniture from the property, including floor coverings.
- Reinstatement of a property fixture because of alterations or additions carried out by the tenant without permission or carried out to an unsatisfactory or unsafe standard.
- Forced entry to a property to carry out annual gas or electrical safety check/for emergency repairs where access has not been provided by the tenant.
- Misuse of the emergency out of hours repairs service

- 9.3 **Lock outs during office hours** - If a tenant locks themselves out of their home during office hours and their house is on a master suite system they will not be charged the cost of being let back into their house i.e. staff time. If the lockout occurs out with normal working hours our emergency contractor will attend, gain access as required, change locks and provide tenant with replacement keys. The tenant will be charged the full cost of this work which will include the out of hours call out charge. If the contractor is unable to carry out a lock change it will be necessary to force entry in order to let the tenant back into the house. In such circumstances the contractor will then make the door secure before leaving. The tenant will be charged for the call out. The tenant will then be required to contact the office, during normal working hours, to arrange to have a lock change carried out. The tenant will be charged the cost of changing the locks and for the supply of new keys, as well as the contractor's labour costs. For houses which are not on a master suite, tenants will be charged the cost of changing the locks and for the supply of new keys, as well as the contractor's labour costs and the call out charge if out with normal working hours.

Lost/Stolen Keys - where tenants lose keys and their houses are on a master suite system, they will be charged the cost of replacing each additional key required. Where tenants, whose houses are on a master suite system, have lost all the keys or have had keys stolen and a lock change is required, they will be charged the cost of the lock change, replacement keys and the labour costs. For houses which are not on a master suite, tenants will be charged the cost of changing the locks and for the supply of new keys, as well as the labour costs.

No access - if a tenant has a pre-arranged appointment for a repair and they don't provide access and the contractor subsequently charges the Association; the full cost may be re-charged to the tenant.

If the Association has to use the powers within the Scottish Secure Tenancy Agreement paragraphs 5.12 to force access in an emergency or to ensure safety the full cost of the forced access will be re-charged. This will include the cost of the Sheriff Officer serving the notice.

- 9.4 Where damage has been caused by an act of vandalism by someone who is a member of the household or visitor and the incident has been reported to the Police, in some circumstances we may decide not to re-charge on production of an incident report number. We reserve the right not to instruct certain repairs if the tenant refuses to report vandalism or theft to the police such as internal graffiti, cosmetic damage etc.
- 9.5 Tenants/factored owners will be advised when reporting a repair whether it falls under the scope of the above list. Damages to common property areas are included.
- 9.6 Where Police Scotland or another statutory agency have caused damage to a WSHA property while exercising lawful powers of entry, WSHA

will arrange any necessary works required to make the property secure and to meet its repairing obligations.

WSHA may seek to recover the costs of these works from the tenant where there is evidence that the damage resulted directly from the tenant's deliberate act, criminal behaviour, breach of tenancy or other circumstances for which the tenant is legally responsible. Each case will be considered individually, taking account of all relevant circumstances, including vulnerability, domestic abuse, safeguarding and equality considerations.

10.0 Recovery of Rechargeable Repairs

10.1 It is recognised that a high proportion of rechargeable repairs can be difficult to recover for a number of reasons:

- The tenant has absconded or been evicted
- No forwarding address has been provided
- Tenant is on low income
- Tenant has substantial rent arrears
- Tenant has other multiple debt issues
- Tenant is deceased and no known estate exists
- Relevant legal costs to pursue court action/eviction against a tenancy

The above list is not exhaustive, and individual circumstances will be taken into account when deciding whether and how to recover recharges. This includes affordability, vulnerability, disability, health conditions, domestic abuse, safeguarding concerns, trauma, socio-economic disadvantage and any protected characteristic or reasonable adjustment requirement.

10.2 The Association recognises that payment in full may cause financial hardship in some circumstances. We will seek to agree realistic, affordable and sustainable repayment arrangements, taking account of the customer's circumstances and ability to pay. Where appropriate, customers will be signposted to money, debt, welfare rights or other support services. Any repayment period will normally be agreed for up to 12 months, unless exceptional circumstances justify a longer arrangement in line with delegated authority and financial procedures.

10.3 When a repair is deemed as 'rechargeable', the decision to pursue recovery will consider a number of issues, which may include the following:

- Can the tenant/resident pay, based on their known financial circumstances (Financial Welfare Rights advice will be offered to persons citing financial difficulty)
- Is the recharge economical to recover?

- Can the costs be recovered through the Association's insurance policy, i.e. for vandalism to external common doors?
 - Is there an estate of a deceased tenant?
 - In the event of an eviction or abandonment, can the former tenant be traced if no forwarding address is given?
 - Has the Housing Officer highlighted any tenancy concerns i.e. domestic abuse.
 - Are there medical reasons mental or physical that has led to damage by tenant
- 10.4 The above areas will involve some discretion and shall be jointly agreed by members of the appropriate teams whether to pursue costs. The process to write off of any debts will be carried out in accordance with the Association's Write off Policy and in line with Financial Regulations
- 10.5 Once a recharge is issued, the tenant will be asked to pay within 14 days. If no payments are made, two reminder letters are issued, 14 days apart. 14 days after the second reminder letter if no payment has still not been made, the case will be passed to the Income Max Team for pursual.
- 10.6 Tenants who fail to meet their financial obligations to pay rechargeable repairs may find their future prospects for housing affected with the Association or other landlords. They may also be the subject of our arrear recovery procedures, which could involve formal court action.
- 10.7 Where a tenant has an outstanding balance on a rechargeable repairs account, the Association may defer non-essential rechargeable works where it is reasonable and proportionate to do so. Essential repairs, health and safety works, statutory compliance works and repairs required to protect the property or other residents will not be withheld.
- 10.8 The Association will allow customers to make payments in various forms. Payments can be made by Allpay, standing order, bank transfer, or debit card over the phone. Customers may make payment by installments with the agreement of The Associations staff.
- 10.9 Rechargeable repairs are a tenancy related debt and therefore a ground for suspension from a housing application list. Suspensions are covered by Section 20 (2) of the 1987 Housing Act.

11.0 Complaints and Appeals

- 11.1 Tenants, former tenants and factored owners can appeal against any recharge. Initial correspondence in relation to the recharge will contain information about the right to appeal and who to contact first.
- 11.2 Tenants and other service users have the right to complain about any aspect of the service through the Association's complaints handling procedure, which will reflect the Scottish Public Services Ombudsman model complaints handling principles. Information about complaints,

appeals and feedback will be made available in accessible formats on request.

12.0 Performance monitoring

12.1 In order to comply with service commitments and assist with the monitoring of the reactive repairs budget spend, it is important that the Association monitors the effects of the rechargeable repair procedures. Areas to be monitored are as follows:

- Number of rechargeable repairs carried out as a void repair
- Number of rechargeable repairs carried out as a response repair
- Cost of rechargeable repairs
- Income received from rechargeable repairs/recovery rate
- Number of disputes and outcomes
- Cost to effectively recover charges for rechargeable repairs

12.2 Details of attempts at recovery, monies recovered and monies deemed to be unrecoverable will be presented to The Board as required during every financial year. Approval will be sought for the 'write off' of monies deemed to be unrecoverable in accordance with the Association's Financial Regulations.

13.0 Confidentiality and General Data Protection Regulations (GDPR)

13.1 The Association is committed to complying with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal information collected or used in relation to rechargeable repairs will be processed lawfully, fairly and transparently; collected for specified purposes; limited to what is necessary; kept accurate and up to date; retained only for as long as required; and kept secure.

13.2 Personal information will be handled in accordance with the Association's Data Protection Policy, Privacy Notice, retention schedules and information security procedures. Information will only be shared with contractors, advisers, insurers, debt recovery agents or other third parties where there is a lawful basis to do so and appropriate safeguards are in place.

14.0 Review

14.1 This policy will be reviewed at least every three years, or earlier where required by changes in legislation, regulation, Scottish Government guidance, Scottish Housing Regulator requirements, audit findings, performance information or operational learning.

Appendix 1

Division of Repairs Responsibility (Please note, factored owners will have responsibilities to pay for a share of relevant common area rechargeable repair costs)

Item	Landlord	Tenant
Central heating boiler	X	
Balconies (where existing)	X	
Banisters (internal and external)	X	
Baths	X	
Bin shelters	X	
Brickwork, block work, etc	X	
Cellar (external door/lock)	X	
Ceilings	X	
Chimney stack/posts/cowls	X	
Chimney sweeping		X
Cisterns	X	
Clothes Poles	X	
Cookers		X
Communal areas to flats	X	
Cupboards	X	
Damp proof course	X	
Decoration - internal		X
Door bell		X
Doors to common area	X	
Doors/door fittings - external	X	
Doors/door fittings – internal	X	
Door locks (fitted by the Association)	X	
Door locks (fitted by the tenant)		X
Door name plate		X
Down pipes, rain & soil	X	
Drainage (including blockage)	X	
Driveways	X	
Drying areas	X	
Electric heaters (provided by Landlord)	X	
Electric plugs		X
Electric wiring, sockets & switches	X	
Entry systems in communal close	X	
Fascia, soffit board, etc	X	

Item	Landlord	Tenant
Fences - garden boundary, divisional fences erected by Landlord	X	
Fences - other		X
Fire baskets, grate and surrounds	X	
Fire - electric & gas (provided by Landlord)	X	
Fireplaces tiles		X
Floor tiles	X	
Floorboards	X	
Foundations	X	
Fuse box, ELCB, fuses/MCB	X	
Fuse to plug		X
Gas Central heating, pipes, radiators, timer, thermostats, pumps etc	X	
Gas piping	X	
Garden huts		X
Gates	X	
Greenhouses		X
Glass - external	X	
Glass to internal doors/screen		X
Glass - double/triple glazing	X	
Guttering	X	
Hatch to loft (communal or individual)	X	
Handrails – external	X	
Immersion heaters	X	
Keys (replacement)		X
Kitchen fittings/worktops	X	
Light bulbs		X
Lighting pendants and roses	X	
Outbuildings bin stores	X	
Overflow pipes	X	
Painting - external	X	
Painting - internal		X
Path to main access	X	
Path to garden	X	
Paths - public	X	
Pigeon lofts		X
Plaster and Plasterboard	X	
Play area and equipment	X	
Porch	X	
Pumps	X	
Radiators	X	

Item	Landlord	Tenant
Retaining walls (provided by Landlord)	X	
Roofs, roof tiles/slates	X	
Roof lights	X	
Ropes for clothes drying		X
Rotary clothes lines		X
Roughcast	X	
Sheds		X
Shower unit Installed by us	X	
Shower unit Installed by tenant		X
Sink base unit	X	
Sink bowl and drainer	X	
Skirting boards	X	
Smoke detectors	X	
Sockets (electrical)	X	
Stairs (common or internal)	X	
Stair lighting	X	
Steps	X	
Switches (electrical)	X	
Taps	X	
TV aerials / satellite dishes		X
TV aerial communal aerials and sockets	X	
Ventilators	X	
Wash hand basin	X	
Washer on taps	X	
Waste plugs, chains to basin, bath, sink		X
Water heating	X	
Water supply	X	
WC seat	X	
WC seat (tenant damage)		X
WC	X	
Window frames, sills and fittings	X	

