



Forgewood
Housing Co-operative Ltd

RECHARGEABLE REPAIRS POLICY

All the Co-operative's Policies and Procedures are available in large print, braille, audio or other languages on request.

Please ask a member of staff if you would like a version in a different format.

POLICY IMPLEMENTATION CHECKLIST	
Policy Guardian:	PAUL MURPHY
Author:	ELAINE HYSLOP
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RECHARGEABLE REPAIRS POLICY

1.0 INTRODUCTION

Forgewood Housing Co-operative is committed to ensuring its properties are maintained to a high standard.

The Co-operative expect our tenants to conduct their tenancies in a reasonable manner and not damage or allow any member of their household or visitor to their home to damage the property, either internally or externally.

The policy sets out the ways in which we will manage these circumstances and how it will recover the costs. This policy is linked to the Co-operative's Repairs and Maintenance, Void Management and relevant procedures.

We recognise however, that properties can be damaged either accidentally or deliberately. In these instances we must take all reasonable steps to recover the costs in making the property safe and habitable.

This policy outlines our approach to the prevention of re-chargeable repairs and how recharging will operate across all aspects of the maintenance planning and delivery.

We are responsible for ensuring the policy and procedures are applied to all Forgewood Housing Co-operative's Scottish Secure Tenants.

2.0 POLICY AIMS AND OBJECTIVES

This policy aims to ensure the Co-operative appropriately identifies records, monitors and recovers cost associated with rechargeable repairs and we have a robust procedure in place to ensure that:

- We define what a re-chargeable repair is;
- We aim to provide value for money and best use of the Co-operative's budget for maintenance works;
- We aim to ensure the Co-operative is not funding from rents, repairs which are the responsibility of individual tenants;
- To deter neglect, damage and vandalism to our properties.

The key objectives are:-

- Providing a prompt, efficient and cost effective rechargeable repairs service;
- Ensuring that procedures are in place to enable the Co-operative to comply with its duties in relation to rechargeable repairs;
- Having systems and procedures in place, which ensures the rechargeable repairs process is clear, accessible and transparent for the tenant;
- Operating an effective monitoring system including reporting systems that ensure compliance with the rechargeable repairs process.

3.0 LEGAL AND GOOD PRACTICE STANDARDS

3.1 Legislation

The Co-operative will comply with all legal requirements, regulatory and good practice requirements including the Housing (Scotland) Act 2001, and subsequent amendments and the Scottish Secure Tenancy Agreement.

We will ensure compliance with the range of health and safety duties imposed upon landlords.

3.2 Scottish Social Housing Charter

The Scottish Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Co-operative's Rechargeable Repairs will take account of and comply with the relevant outcomes contained within the Scottish Social Housing Charter as follows:-

Outcome 1: Equalities – Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Outcome 2: Communication – Social landlords manage their business 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 (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH).

Outcome 4: Repairs, Maintenance and Improvements – Social landlords manage their businesses so that tenants' 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 – Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

4.0 DEFINITION OF A RECHARGEABLE REPAIR

The Co-operative and its tenants share responsibility for keeping properties well maintained and safe. Both the Co-operative and tenants' main responsibilities are detailed within the Scottish Secure Tenancy Agreement.

This agreement highlights 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 Co-operative decides to carry out the repair work, the tenant must be recharged the cost of the repair.

The Co-operative may recharge in the following situations:-

- When a repair is normally the responsibility of the Co-operative, but there has been wilful damage, neglect, misuse or abuse by the tenant, any member of the tenant's household or a visitor to the house;
- If we carry out a repair that we later find out is not the responsibility of the Co-operative e.g. repairs to tenants' alterations;
- Where due to the tenant's actions or inactions, the Co-operative is forced to incur costs e.g. repeated "no access" charges from a contractor;
- 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;
- The tenant has failed to provide a police incident number for works they advise have been of a criminal nature;
- Where the outgoing tenant of a property leaves the accommodation in an unsatisfactory repair condition (other than wear and tear) and we are required to carry out repairs to return the property to a lettable standard;
- Where individuals fail to maintain common parts or maintain their garden where they have exclusive use of it;
- As a result of consequential damage by the actions of the tenant, member of their household or visitor to the property e.g. burst pipe as a result of hammering a nail when laying a floor.

5.0 EXCEPTIONS TO CHARGING

The following exceptions will apply in relation to Rechargeable Repairs:-

- In situations where emergency services force access due to concerns for the safety of the tenant within their home;
- Where the damage to the property is as a result of domestic violence, where the tenant is co-operating with the police and other agencies;
- Vandalism where the tenant has reported the incident to the police and has a police incident number;
- In situations where damage was caused as a result of fair wear and tear;
- We may use discretion where appropriate in specific circumstances i.e. where the tenant is elderly or vulnerable.

6.0 PROCEDURE FOR PROCESSING RECHARGEABLE REPAIRS

Identifying Rechargeable Repairs

A rechargeable repair may be identified in a number of ways:-

- When a repair is reported by a tenant;
- Through a repair pre-inspection;
- During any routine visit to a property;
- Through an alteration request;
- During a pre-termination visit;
- During a void inspection.

When the tenant is reporting a repair, they should be advised whether the repair will be or has the potential to be rechargeable (this may not be determined until a Maintenance Officer or contractor visit has taken place). At this stage when the repair is raised it must indicate on the repairs system (SDM) it is a re-chargeable repair or factoring charge using the appropriate recharge code. This is vital to allow identification of the invoice to be raised. This should be input by the staff member who processed the repair.

If possible, at this stage a payment plan can be discussed with the tenant to recover the full charge. Charges for rechargeable repairs will be applied at an appropriate cost to ensure labour and material costs incurred by the Co-operative to complete the repair are met. An estimated cost for carrying out the work should be provided by the Maintenance Officer and shall be based on current repair costs.

A Notification of Rechargeable Repair Letter (Appendix 1) will be issued to the tenant to confirm the repair has been raised as rechargeable. A recharge card will be ordered from Allpay by the staff member who issued this invoice. This should be recorded on SDM and logged in the diary notes.

Emergency & Urgent Repairs

The Co-operative has the responsibility in relation to the health and safety of tenants in their homes in emergency and urgent situations.

Emergency works will therefore be made safe or repaired without notice.

A rechargeable repair may be identified following an out of hours emergency visit and should this have been determined a Notification of Rechargeable Repair letter (Appendix 1) will be issued to the tenant by the Admin Assistant Maintenance.

The repair should be post inspected by the Maintenance Officer for quality control and to confirm the reasons for the recharge.

Invoicing & Procedure for Pursuing Debt

On receipt of the contractor's invoice for the rechargeable repair the invoice should be authorised by the Maintenance Officer and then passed by email to the Admin Assistant Maintenance to send a letter and invoice (Appendix 2) and issue this to the current tenant. Former tenant will be sent (Appendix 3) along with a copy of the contractor's invoice.

If a recharge card has not already been ordered from Allpay at the Notification of Rechargeable Repair stage then this should be done immediately and sent along with this letter when enclosing the invoice. The tenant/former tenant will be given 28 days to respond to this letter.

If the tenant is unable to pay the rechargeable repair amount in full, the Admin Assistant Maintenance will agree a reasonable plan with the tenant and will confirm this arrangement in writing (Appendix 4 / 4A).

In the event of a tenant disputing that a repair is rechargeable or the cost of the repair, the matter will be passed to the Maintenance Officer for reconsideration.

The Maintenance Officer will be responsible to try and reach a resolution at the earliest opportunity.

If the tenant or former tenant fails to respond within 28 days of the initial invoice, the Admin Assistant Maintenance will send a reminder letter (Appendix 5).

If the tenant or former tenant still does not respond within 14 days, the Housing Officer will attempt to contact by every other means (telephone calls, text, home visit, calling cards) and if this is still unsuccessful, a Final Reminder will be issued by them. The tenant will be given a further 14 days to respond to the Final Reminder (Appendix 6).

All action taken by staff will be logged on SDM diary along with any photographic evidence and a charge raised on the memo account.

Failure to respond to the Final Reminder will result in the Housing Officer seeking legal advice on the pursuance of debt. This will depend on the level of debt and will require authorisation from the Housing Manager. Should the tenant receive a letter confirming this position they will be aware any legal fees incurred would be added to the rechargeable debt.

Deliberate Damage or Damage as a Result of Neglect

Tenants are responsible for all damage to their property and where there are cases of deliberate damage or damage as a result of neglect the Maintenance Officer will visit the property to determine the extent of the work required.

In situations where wilful damage and poor management of the property have occurred the Housing Officer 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. This would be considered where the tenant has an excessive outstanding rechargeable repairs balance.

Where a tenant has caused serious or intentional criminal damage to their property and/or has caused damage / neglect to their property on repeated occasions, a Notice to seek possession of the property may be served by the Housing Officer and action taken for breach of tenancy, in addition to charging the tenant for the cost of the repair(s). Photographic evidence should be taken where appropriate.

There may be cases where neglect has occurred which is unintentional and caused by a mental health condition. In these instances the Housing Officer will intervene and engage with the tenant. This may result in referrals to appropriate agencies who would be able to assist them to sustain their tenancy by getting the support they require.

The progression of planned maintenance works may also be impacted upon. In line with the Co-operative's Maintenance Policy, for planned maintenance works tenants who have significant tenancy debt and where legal action has been pursued they will be excluded from the planned maintenance works unless they are deemed a statutory requirement.

Unauthorised Alterations/Improvements to the Property

A tenant can apply for retrospective permission for an alteration or improvement. This is normally granted providing the work complies with regulatory requirements and has been carried out by a competent tradesperson and any appropriate certificates are provided.

Tenants are required to provide certificates to demonstrate that the work complies with any regulatory requirements.

When it is found that an alteration or improvement (whether authorised or unauthorised) is unsafe or has caused structural damage, remedial work will be ordered to make safe immediately without giving the tenant the opportunity to carry out the work themselves.

The tenant will be recharged the cost of the remedial work.

Where an alteration or improvement is found to be unsuitable, the tenant will be given the opportunity to improve it to the required standard or return it to its original condition. If the tenant does not do so, the Co-operative will carry out the remedial work and the tenant will be recharged the cost of the remedial work.

In these cases this will be the responsibility of the Maintenance Officer.

Transfers and Mutual Exchanges

When a tenant has been selected for an offer (transfer) or has applied for a mutual exchange, the Housing Officer will complete a visit at the tenancy address.

Transfers

Where standards are poor, the tenant will be given time to remedy the situation. This will be at the discretion of the Housing Officer who will take into account the condition of the property and the status of the void being offered.

Where a tenant refuses to make good damage or pay rechargeable repair bills, then the transfer will not be granted unless the tenant has kept to an agreement to pay for the works for a period of 12 weeks.

In these cases the tenant will be advised why the property has failed and the Housing Officer will continue to monitor the progress of the improvements, and any tenancy sustainment issues should be dealt with at this time.

Mutual Exchange

The Housing Officer will visit the property and advise the tenant if it meets the lettable standard and if it does not the mutual exchange will be refused. The Housing Officer will advise the tenant why the property has failed the lettable standard and may carry out the necessary repairs and reapply for a mutual exchange in the future.

Rechargeable Repairs Identified at End of Tenancy

Where a tenant gives notice they wish to end their tenancy, a pre-termination visit will be carried out by the Housing Officer and Maintenance Officer. They will identify any visible repairs required and discuss any possible recharge items or work they are required to rectify. The tenant will at this stage be given the opportunity to rectify any identified repairs and a return date for a further inspection will be arranged before handing back the keys to the property.

Any works required to be rectified and a return date will be noted within the pre-termination letter issued by the Housing Officer.

It will be made clear by the officers during the visit that this list may not be a definitive list of rechargeable repairs as some changes may be made by the tenant between the pre-termination visit and the termination date or some repairs may be hidden by furniture or belongings

In addition the letter will clearly indicate what the outgoing tenant's responsibilities are to meet.

Particular attention must be made to any alterations that may have been carried out by the tenant i.e. installation of electric shower, electric or gas appliances such as built in ovens and hobs, lighting installed in the property etc.

When a property becomes vacant the Maintenance Officer will inspect the property and at this stage photographs will be taken of any re-chargeable repairs, for example where:-

- The tenant has not carried out the repairs identified at the pre-termination visit or return visit;
- The tenant did not carry out the required repairs satisfactorily;
- Damage has occurred or repair work identified following the pre-termination inspection;
- The tenant left the property without giving notice;
- The tenant did not allow access for a pre-termination visit to take place;
- The tenant did not adhere to the requirements agreed at the pre-termination visit.
- The tenant has failed to clear all their belongings from the property as agreed or leave it in a clean and tidy condition.

Where the tenancy is being terminated due to the occupant entering a nursing home or because of death, the person responsible for terminating the tenancy is expected to arrange for the property to be emptied. Where the Co-operative has to dispose of items to empty a property in the case of the death of a tenant, a recharge will be raised and charged to the person's estate. However, discretion will be applied surrounding the sensitivity of these cases.

Additional Charge for Tenant Services

The Co-operative may offer additional services for residents at a cost in order to assist them. In these circumstances full payment is required in advance of the work being carried out. An example of these may be:-

- Connection of new gas cookers;
- Supply of additional entry door keys / fobs.

7.0 DISPUTING A RECHARGEABLE REPAIR

In the event of a tenant disputing a repair is rechargeable or the cost of the repair, the matter will be passed to the Maintenance Officer for reconsideration.

The Maintenance Officer will be responsible to try and reach a resolution at the earliest opportunity.

If the tenant is dissatisfied with their decision on the matter, it can be referred to the Housing Manager for further consideration. If the decision to recharge is upheld and is still disputed by the tenant, they will be referred to the Co-operative's Complaints Policy.

8.0 DEBT RECOVERY

The Co-operative will take all reasonable steps to recover monies owed resulting from rechargeable repairs.

Outstanding rechargeable repair debt will be actioned in accordance with the procedure for processing rechargeable repairs as outlined within this policy and overseen by the Housing Officer.

The debt and any recovery action will be recorded on the Co-operative's Housing Management Software System (SDM) diary using the recharge code.

The Housing Officer will ensure all methods are used to pursue the debt by means of letters, phone calls, house visits and office interviews.

The Co-operative recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this in mind, we will strive to agree a reasonable and affordable payment arrangement

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

- Is the tenant able to pay, based on their known financial circumstances (Income / Money Advice can be offered via our AFTAR project with Citizens Advice Bureau);
- Is the re-charge economical to recover?;
- Can the costs be recovered through the Co-operative's insurance policy;
- 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?

Where appropriate should the tenant refuse to co-operate with the Co-operative the case will be passed to our solicitor.

9.0 REPORTING TO MANAGEMENT COMMITTEE

A report in relation to Rechargeable Repairs will be presented to the Management Committee annually. This will include recommendations on cases for write-off when appropriate and in line with the Write-off Policy.

10.0 COMPLAINTS

All complaints received in relation to the Co-operative's rechargeable repairs activities shall be dealt with in accordance with the Co-operative's Complaints Handling Policy and Procedure.

Complaint outcomes shall be used to improve the rechargeable repair service, where a clear service failing has occurred.

11.0 DATA PROTECTION

The Co-operative will process information and data contained within the application in accordance with its policies and procedures relating to the General Data Protection Regulations.

Information regarding how data will be used and the basis for processing data is provided in the Co-operative's Fair Processing Notice.

12.0 EQUALITY AND DIVERSITY

This policy complies with the Co-operatives policies on Equality and Diversity.

13.0 POLICY REVIEW

This Policy will be reviewed on a 5 yearly basis or earlier if the legislation changes to ensure that its aims are being met.

(Appendix 1)

Our Ref : XXXXX

Date: XXXXXXX

(Insert Name & Address)

Dear XXXXXXX

Notification of Rechargeable Repair - (*insert property address*)

Further to our xxxxxxxx (*discussions/visit*) I would confirm that it is our intention to recharge the cost of the following repair carried out to your property.

Details of Rechargeable Repair: xxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date Repair Completed: xxxxxxxxxxxxxxxxxxxxx

Estimated Cost: xxxxxxxxxxxxxxxxxxxxxxxxxxxxx

This repair has been deemed as rechargeable and due to this it is your responsibility to meet the costs of this repair as outlined within the terms of your Scottish Secure Tenancy Agreement.

You will therefore be required to pay the cost of this repair which is estimated at £XXXXXX within 28 days of being sent the invoice for the works.

In the meantime should you wish to enter into a repayment arrangement please contact this office to discuss.

Yours sincerely

XXXXXXXXXX
Admin Assistant Housing

(Appendix 2)

Our Ref : XXXXX

Date: XXXXXXX

(Insert Name & Address)

Dear XXXXXXXX

Rechargeable Repair Invoice – (Insert description of rechargeable repair & cost)

Further to our letter dated xxxxxxxx (*discussions/visit*) please find enclosed the invoice for the rechargeable repair as detailed below.

Details of Repair: XXXXXXXXXXXXXXXX

Date Repair Completed: XXXXXXXXXXXXXXXX

Actual Cost of Rechargeable Repair: XXXXXXXXXXXXXXXX

Payment for this invoice is due to the Co-operative within 28 days.

I have also enclosed an Allpay rechargeable repair payment card. Please refer to our **Ways To Pay** leaflet attached which will detail how you can make payments using this card or by alternative methods.

It is vital that you contact this office within 14 days should you wish to discuss paying by instalments.

Yours sincerely

XXXXXXXXXX

Admin Assistant Housing

Encs

(Appendix 3)

Our Ref : XXXXX

Date: XXXXXXX

(Insert Name & Address)

Dear XXXXXXXXX

Rechargeable Repair Invoice – Former Tenancy
(Insert description of re-chargeable repair & cost)

I refer to the above mentioned rechargeable repair work that was required to your former tenancy at XXXXXXXXX. Please find enclosed the invoice for this work as detailed below.

Details of Repair: XXXXXXXXXXXXXXXX

Date Repair Completed: XXXXXXXXXXXXX

Actual Cost of Rechargeable Repair: XXXXXXXXX

You were advised of your responsibilities when terminating your tenancy and as you have failed to fulfil this requirement, the Co-operative was required to instruct a contractor to carry out this work and recharge the cost of this to you.

Payment for this invoice is due to the Co-operative within 28 days.

I have also enclosed an Allpay rechargeable repair payment card. Please refer to our **Ways To Pay** leaflet attached which will detail how you can make payments using this card or by alternative methods.

It is vital that you contact this office within 14 days should you wish to discuss paying by instalments.

Yours sincerely

XXXXXXXXX
Admin Assistant Housing

(Appendix 4)

RECHARGEABLE REPAIRS ARRANGEMENT

Tenants Name:

Address:

Details of Rechargeable Repair

AMOUNT OUTSTANDING £

I/We hereby agree that from I/We shall pay each week/fortnight/four weekly or calendar monthly, the sum of £..... by towards the rechargeable repairs due for the tenancy at the above address.

If, for any reason I am/We are unable to meet one of these payments, I/We shall immediately notify Forgewood Housing Co-operative to avoid any legal action being taken.

Signed – Tenant

Signed - Joint Tenant

Date:

(Appendix 4A)

Our Ref : XXXXX

Date: XXXXXXX

(Insert Name & Address)

Dear XXXXXXX

**Re-chargeable Repair Invoice – Property Address (indicate if current or former tenancy)
(Insert description of re-chargeable repair & cost)**

I refer to the above mentioned and would confirm the proposed arrangement to make regular minimum payments of XXXXXXXX per XXXX commencing XXXXXX by XXXXXXXX to repay your rechargeable repair is acceptable to the Co-operative.

It is imperative that you adhere to this arrangement to avoid the Co-operative instructing the necessary action.

Should there be any changes in your circumstances please notify this office immediately.

If you require an appointment with an in-house Advisor from Citizens Advice Bureau to assist with benefit advice, debt advice etc please contact this office and we can arrange this.

Your attention to this matter is vital.

Your sincerely

XXXXXXXXX
Admin Assistant Housing

(Appendix 5)

Our Ref : XXXXX

Date: XXXXXXX

(Insert Name & Address)

Dear XXXXXXXXXXX

Reminder of Rechargeable Repair Invoice – Property Address
Outstanding Amount £XXXXXX
(Insert details of Rechargeable Repair)

I refer to the outstanding balance for the above noted rechargeable repair carried out to your (home / former tenancy). This balance is still outstanding on your account and will require full payment to the Co-operative within **14 days**.

Please do not ignore this invoice as failure to make full payment or enter into a repayment arrangement may result in:-
(only apply to current tenants)

- Future rechargeable repairs will be at the discretion of the Co-operative;
- Internal transfer applications may be at risk;
- It may affect the progression of planned maintenance works to your property.

It is vital that you let us know within the 14 days if you cannot make full payment of this invoice.

There are a number of ways we can help:-

- We agree a manageable repayment plan;
- We can help you access our AFTAR Project and obtain assistance from an Income/Money Advisor.

It will be necessary for you to clear this balance within 14 days or contact me to make a repayment arrangement.

Your co-operation in this matter is vital.

Yours sincerely

XXXXXXXX

Admin Assistant Housing ,,,,

(Appendix 6)

Our Ref : XXXXX

Date: XXXXXXX

(Insert Name & Address)

Dear XXXXXXXXXXX

Final Reminder of Rechargeable Repair Invoice – Property Address
Outstanding Amount £XXXXXX
(Insert details of Rechargeable Repair)

I refer to previous correspondence and we are disappointed to note this balance is still outstanding.

Failure to contact me within 14 days to arrange to clear this balance or make a repayment arrangement will result in legal action being pursued.

In the event of legal action being pursued, you will not only be responsible to meet the cost of the rechargeable repairs but will also be responsible to meet any legal expenses which have been incurred.

It is therefore in your best interest to co-operate with the Co-operative on this matter.

Yours sincerely

XXXXXXXXX
Housing Officer

