



Policy Name	Tenant Disrepair & Recharges Policy
Policy Category	Asset Management
Policy Number	AM007
Officer Responsible	Chief Executive
Scottish Housing Regulator Standard	1 & 2
Equality Impact Assessment Completed	Yes
Date to Management Board	April 2024
Next Review Date	April 2029

1.0 **Introduction**

- 1.1 Lochaber Housing Association is committed to meeting all its legal and contractual obligations as a landlord, and to providing a good quality and cost-effective repair and maintenance service. In return the Association in providing high quality and affordable accommodation, expects its tenants to maintain a reasonable property condition, state of hygiene, decoration, condition of the garden and common areas. Tenants are expected to report any outstanding repairs at the earliest opportunity to prevent further damage that may be recharged.
- 1.2 The Association will ensure that we make best use of all our available resources. Tenants will therefore be recharged the costs incurred by the Association carrying out work for which they are responsible, or which is a result of abuse or negligence by tenants, or their household members or visitors to their property that has caused what is termed in this policy as 'Tenant Disrepair'.
- 1.3 Tenant Disrepair refers to a property which is below the standard expected by the Association in terms of the Tenancy Agreement and Property Condition Standard agreed with our Your Voice group.
- 1.4 A repair is rechargeable to the tenant if it is:
- A tenant repair responsibility under the terms of the tenancy agreement
 - The consequence of wilful damage, neglect, misuse, or abuse by the tenant or a third party living at or visiting their home
 - The property has not been returned to the agreed standard at the end of the tenancy
- 1.5 Whilst tenants have the right to sole enjoyment of their home, they do so with the responsibilities laid out in their tenancy agreement. This policy covers the Associations approach to maintaining the standards expected and the support that the Association may offer tenants struggling to cope (process map of this approach **Appendix 1**). Also addressed are the actions that the Association may take for persistent breaches of our standards and the conditions of the tenancy agreement.

- 1.6 Within the policy the Association ensures that it allows for tenants to reside in their tenancy in a way that they and their family are comfortable, if this does not cause any damage to our properties or land.
- 1.7 Where action is taking against a tenant for tenant disrepair or failure to pay a recharge, the policy explains the service restrictions that tenants may face.

2.0 **Risk Management**

- 2.1 By having a written policy, the Association is able to ensure that;
- a structured approach to rechargeable repairs is provided to ensure the consistent and fair treatment of all tenants
 - responsible tenants are not paying for the actions of others through general rent charges
 - the cost of rechargeable repairs does not compromise re-investment in existing stock or spending on legitimate repairs
 - homes and neighbourhoods are well maintained, safe to occupy, and not a nuisance to neighbours
 - debts relating to rechargeable repairs are minimised through the provision of clear information and advice at all stages of a tenancy, taking early actions to sustain tenancies, and through prompt and efficient recovery or charges
 - tenants and staff have a clear understanding of what duties and responsibilities they have to maintain the Associations property standards
 - staff have a clear understanding of the flexible options to address tenant disrepair and non-payment of rechargeable repairs
 - tenants' rights and responsibilities are understood along with those of LHA as landlord

3. **Property Condition Standard**

- 3.1 The Property Condition Standard reflects the conditions of the Scottish Secure Tenancy and Short Scottish Secure Tenancy as defined in the Housing (Scotland) Act 2001 as amended. Broken down into 5 key standards, tenants will be expected to ensure that their current occupation, and condition of the property when vacating meets these standards around;
- Household waste
 - Gardens
 - Decoration
 - Internal Property Conditions
 - Alterations and Additions
- 3.2 Where the Association is required to return any property to the letting standards due to the fault of the tenant, the policy will be to recharge costs in full subject to any mitigating circumstances that may be considered (**see Section 5**).

- 3.3 *Alterations or additions* – Tenants must request permission before making any alteration or addition to the property or garden area. Where a tenant fails to request permission as a condition of the tenancy agreement and following a written warning to remove any additions and make good any alterations. The Association retains the right to make good and recharge the tenant for the costs. An example of such items is the erection of garden fences, sheds, or other structures without permission. The fitting of electric showers, or their fitting without any electrical safety test having been completed or the fitting of wooden or vinyl flooring.

Tenants will be responsible for any damage caused by their alternation and additions and where the Association is required to remove any alterations due to repairs, we will not compensate where permission has not been granted for the work to be carried out in accordance with your tenancy agreement.

Tenants may be requested to return properties to the original condition. The Association may also consider further enforcement action in line with the Housing (Scotland) Act 2001 as amended. Or carry out work and recharge tenants accordingly.

4. Lochaber Housing Associations Letting Standards

- 4.1 The following standards were consulted and agreed by tenants and cover both the relet of properties by Lochaber Housing Association (LHA), but also the standard we expect tenants to return properties and occupy them. LHA recognises that some of the standards will be higher for those being returned or let compared to those being occupied as standards can vary.

4.1.1 Void Relet Standard

LHA aims to ensure that all empty properties (known as void properties) are returned to a safe and fully lettable condition as soon as possible.

LHA will ensure that all empty properties meet the agreed void standard unless an agreement has been reached with a tenant to accept the property early and allow for certain repairs to be carried out when occupied, or where a decoration voucher has been issued or rent discount offered, where the tenant has agreed to occupy early and carry out such work.

In summary, properties should be:

- fit for purpose of let, structurally sound, wind and water proof
- free of all rubbish, furniture and personal belongings (the outgoing tenants are expected to clear such items and the cost of their removal should be re-charged to them, LHA will on occasion agree to items remaining where the incoming tenant accepts ownership and responsibility)

- free from damp or infestation which could be prejudicial to health or cause potential damage to the structure
- in a clean condition
- fixture and fittings will be fit for purpose, in good operative condition and free from damage
- all sanitary ware will be clean and in good working order.
- kitchens will be clean and free of grease - worktops and other surfaces will be hygienic.
- electric and gas installations must be safe and have been tested as part of the void works. Copies of safety certificates are to be given to incoming tenants as part of the signing of the new tenancy agreement.
- gardens will be clear, tidy and fit for purpose

Where decoration is required, LHA will normally offer a decoration allowance. We will carry out decorations only where properties are in very poor decorative condition.

The present target is that all void works will be completed in 14 working days but the Association encourages zero day voids where possible.

4.1.2 *Tenant Termination Standard (as left by the outgoing tenant)*

- free of all rubbish, furniture, and personal belongings (the outgoing tenants are expected to clear such items and the cost of their removal should be re-charged to them, LHA will on occasion agree to items remaining where the incoming tenant accepts ownership and responsibility)
- all repairs carried out which were identified at the pre termination inspection (any repairs not carried out will be recharged in full)
- in a clean condition
- fixture and fittings will be fit for purpose, in good operative condition and free from damage
- decoration will be in a reasonable condition as assessed by our staff, free from damage on the walls or woodwork
- all sanitary ware will be clean and in good working order in terms of tenant responsibilities
- kitchens will be clean and free of grease - worktops and other surfaces will be clean.
- gardens will be left clear, tidy and fit for purpose (outgoing tenants may be recharged for any work carried out by LHA to ensure the garden meets the standards for relet)

4.1.3 *Minimum occupation standard expected by existing and new tenants*

- properties should not be cluttered risking both a fire hazard, or condensation and mould growth
- refuse and rubbish stored in a reasonable manner,
- free from damp or infestation which could be prejudicial to health or cause potential damage to the structure, where a tenant is responsible for such risks



- in a reasonably clean condition
- fixture and fittings will be fit for purpose, in good operative condition and free from damage
- all sanitary ware will be clean and in good working order.
- kitchens will be reasonably clean and fit for purpose
- gardens will be clear, tidy and fit for purpose

4.1.4 *Where properties do not meet the standards*

Occupied properties which do not meet the Associations standards, may be refused transfers, mutual exchanges or other tenancy changes unless brought to the agreed standard. Where it has been identified that a tenant is struggling consideration is given to the Associations Safeguarding Policy, Disrepair & Recharge Procedure or other relevant policies and procedures related to sustaining tenancies and helping tenants prevent homelessness.

The Association reserves the right to take reasonable actions to ensure properties are maintained to the standards and may recharge tenants in the event those actions incur costs i.e cleaning or clearing items. In some circumstances the Association may, as a last resort, take legal action to enforce the conditions of the tenancy agreement.

5 Circumstances Under Which a Repair Will Be Recharged

5.1 Lochaber Housing Association is responsible for the repair of the structure and exterior of its properties, installations fixtures and fittings, as detailed in our Repairs Policy, tenancy agreements and tenant information leaflets.

5.2 However, the Association does not bear the cost of all repairs. Tenants may be charged for the cost of repairs carried out by the Association in the following circumstances:

- When work is carried out by the Association for which we have no legal or contractual responsibility
- When work is required due to negligence or damage to the property caused by the tenant or anyone else living at or visiting the property
- When the work required is to repair damage caused by crime or vandalism that has not been reported to the police
- When the damage is the result of forced entry by the police with legal authorisation to search the home
- When repairs are required to an empty property due to damage beyond normal wear and tear,
- When repairs are required because of unapproved alterations by the current or a former tenant
- When work is required to remove household waste and bulk items
- When work is required to address poor garden conditions

5.3 A list giving indicative examples of rechargeable repairs is included at **Appendix 2**.

- 5.4 The exceptional circumstances in which charges may be waived are outlined at Section 6 below
- 5.5 We will ensure that tenants and sharing owners are clearly advised of their rights and responsibilities regarding rechargeable repairs. This will include but not necessarily be restricted to the following means:
- a) Guidance from Housing Officers when explaining the Scottish Secure Tenancy at the start of a tenancy
 - b) Clear information in Tenants information leaflets
 - c) A *Rechargeable Repairs* leaflet; copies of which are freely available from the Association's office
 - d) Information in the appropriate section in the Association's website

6.0 **Exceptions**

6.1 Where a rechargeable repair is identified and it is considered that because of exceptional circumstances, the tenant should not be required to meet the cost or carry out the work, the case is to be investigated by Maintenance and Housing Management and then referred to management in line with the delegated authority levels.

6.2 'Exceptional circumstances' may include:

- Damage is the result of a criminal act and a crime reference number has been obtained from Police Scotland
- Damage has occurred as a result of fair wear and tear
- The tenant or a member of their household is at risk from harassment, abuse or domestic violence

6.3 The Association will aim to treat people who are vulnerable sympathetically and sensitively according to their needs and circumstances. Certain circumstances may mean that the tenant cannot be reasonably held accountable for the cost of repairs, and charges may be waived. These may include the following, which is not an exhaustive list.

- physical frailty or disability
- mental illness or incapacity
- damage arising from domestic violence, or violent or aggressive behaviour by a former partner (the Association reserves the right to pursue costs from any perpetrator for criminal damage or as a joint tenant if applicable)

6.4 Possible rechargeable repairs will also be considered in the context of other potential issues within the tenancy. They may provide an indication or evidence that the tenant is the perpetrator or the victim of anti-social behaviour or domestic abuse, for example. The Housing Officer must therefore be alerted to incidents as soon as practicable, so they can monitor the tenancy and investigate the circumstances as required.

7.0 **Chargeable Repairs to Tenanted properties**



- 7.1 The Association will only undertake to carry out rechargeable repairs work at the request of a tenant where there is a written repayment agreement in place prior to the work being instructed; or where the work is urgently required on health and safety grounds; or to prevent further disrepair to our property.
- 7.2 In these circumstances, the Association will recover the cost of the repair from the tenant responsible. In certain instances, the tenant may be expected to arrange for work to be carried out by a competent person to a standard acceptable to the Association.
- 7.3 The Association always expects that items of disrepair that are the responsibility of the tenant are put right by the tenant in a reasonable manner and timescale. Where it comes to the attention of the Association by whatever route (**see section 8**) that a property has been damaged or neglected, steps will be taken to ensure that the matter is addressed promptly.
- 7.4 A home visit will be made to inspect the repairs required and agree a timescale for them to be rectified. If matters are not addressed in a satisfactory manner within the timescale agreed, the Association will serve notice to commence proceedings for repossession due to breach of tenancy conditions.
- 7.5 During any period in which there are outstanding matters of disrepair or replacement that are the tenant's responsibility; or there are outstanding unpaid recharge debts that are not subject to a suitable repayment arrangement maintained for at least three consecutive months; the Association will only carry out such reactive repairs required as a statutory right, defined as the right to repair under the Housing (Scotland) Act 2001 as amended or to maintain the property to a wind and watertight condition, or to prevent a health and safety hazard or further deterioration.
- 7.6 Planned maintenance improvements will not normally be carried out where any items of disrepair or neglect are discovered during visits connected with the installation of planned improvements or where a suitable repayment plan for a recharged repair has not been maintained for at least three consecutive months.

8. Communication – identifying and reporting Tenant Disrepair

- 8.1 Lochaber Housing Association requires effective communication throughout the Lochaber Housing Group to report on tenant disrepair along with encouraging partner agencies such as Housing Support providers to also report any concerns. Reports of tenant disrepair and poor property conditions should initially be made to the Housing Management Team and followed up by the Housing Officer.
- 8.2 The interdepartmental meeting should be used to discuss ongoing cases, or areas of concern to ensure open communication and transparency. This meeting should also be used to discuss tenants with high recharges who are not engaging or making payment to

ensure that all interventions are explored, and any restrictions highlighted in Section 6 are agreed.

- 8.3 Our front-line workforce carrying out repairs and improvements to our properties are critical to the process as they are often the best placed to identify tenant disrepair or any concerns for property conditions. Therefore, they should report any concerns for tenant disrepair or breaches in our property condition standards to their supervisor, the Works Planner or use any reporting mechanism put in place by our LHAPS subsidiary.
- 8.4 Our Maintenance team should report areas of concern identified following any property inspection or routine estate management with Housing Management and work collaboratively to resolve the issues.
- 8.5 Housing Officers when carrying out home visits, household surveys, spending time within their patches or following a report of tenant disrepair should ensure that an effective and appropriate response is made to address the issues in line with the Tenant Disrepair and Recharge Policy. Along with ensuring that tenancy conditions are enforced consistently.
- 8.6 All staff with access to the SDM Housing Management System are responsible for ensuring that accurate records are kept and documents stored including any photographs of breaches to the Tenant Property Standards.
- 8.7 Where a tenant is failing to engage or there are concerns that the tenant is not coping or other areas covered under Section 5, these should be discussed with the Housing Services Co-ordinator and a course of action proposed or agreed.
- 8.8 Where enforcement action is being considered, it is essential that a chronology of events is recorded and discussed with the Housing Services Co-ordinator before a Notice of Proceedings is issued.
- 8.9 It is important that any enforcement action is in line with the Recovery of Property Policy. Also any Notice of Proceedings issued requires a Section 11 notification to be made to Highland Council. Housing Management will liaise with Highland Council to prevent homelessness occurring whilst addressing the areas of concern.

9.0 **Transfers and Mutual Exchanges**

- 9.1 Normally formal offers for transfers will not be made for LHA properties where a tenant has outstanding recharge debt or their property fails to meet the Associations letting standards (Section 4), a note will be placed on the HHR system to advise the tenant has recharge debt or poor property conditions and if a payment arrangement is in place and being maintained or if they are not engaging. When the debt is cleared the notes must reflect this or where property conditions improve.



- 9.2 Any reference provided to a landlord will accurately represent an up-to-date position of the property condition and any outstanding recharges or repayments.
- 9.3 Mutual Exchanges or Transfers will not be approved until all rechargeable works have been rectified or paid for by the tenant.
- 9.4 Exceptional circumstances where there is a high priority need for the move, this must be authorised in advance by the Housing Services Co-ordinator.
- 9.5 In circumstances of serious disrepair a tenant may have their HHR application suspended.

10 **Chargeable Repairs for Tenancies which have ended**

- 10.1 When keys have been returned after a tenancy has ended, and work that the tenant was responsible for has not been completed fully or to an acceptable standard, the Association will carry out the works and recharge the costs to the former tenant. This may include: the cost of clearing the property and garden of any rubbish, furniture and/or floor coverings; making good internal decoration; the cost of replacing lost / stolen keys; the costs incurred in gaining entry and changing locks (including garages, sheds, and outhouses); as well as the costs of making good repairs to the property, fixtures and fittings.
- 10.2 The executor or personal representative of a deceased tenant may be contacted to check if there are funds in the estate to meet the cost of the Association carrying out the works, or whether they are prepared to carry out any relevant works. This decision will be made by a senior officer, taking all known circumstances into account.

11.0 **Recovering Costs**

- 11.1 Tenants will be notified promptly and in writing of the total cost of any Rechargeable Repairs and will be provided with a breakdown of the costs.
- 11.2 A written repayment agreement will normally be sought before rechargeable work is carried out to tenanted properties. Where the tenant has a low income, the Association will accept repayment of the debt in affordable instalments.
- 11.3 The charge will normally be the fixed rate charge for work listed within the schedule at **Appendix 2**, which will be reviewed in consultation with residents on an annual basis or as otherwise required. An administrative fee may also be applied unless charges are paid in advance. The schedule listing these costs will be provided to all tenants being recharged and will be publicised on our website and newsletters.
- 11.4 Where the tenant is experiencing financial hardship, the Association will be reasonable when agreeing the debt to be repaid by regular instalments.

- 11.5 Every effort will be made to recover rechargeable repair costs from current and former tenants, including using accredited debt collection agencies when required. In cases where a repayment agreement has not been adhered to, the Association will use legal action to recover outstanding amounts. Legal action may include the use of simple procedure (formerly small claims) judgements, or any other action which is appropriate to the circumstances of the case, and which accords with the Association's existing practice in debt recovery.
- 11.6 The Association will periodically review the costs of recovery against debts collected and may set minimum thresholds for charging where appropriate and to ensure best value for money.
- 11.7 The Association reserves the right to pursue former tenant recharges and rent arrears in court in the event of nonpayment or where an arrangement is not made or maintained.

12 **Debt Prioritisation**

- 12.1 The Association will seek a separate repayment agreement for each debt owing to it. For example, where a tenant has current rent arrears and rechargeable repairs, a written repayment agreement will be sought for both debts. However, the Housing Officer will be advised of all debts owing and will monitor the total level of repayments made to ensure affordability. Undesignated payments will generally be credited to rent charges first. Debt pursued through legal action will incorporate all debt owed to the Association, with recovery sought for any rent arrears unless recovery action is due to the property conditions.

13 **Monitoring and Review**

- 13.1 Periodic monitoring will take place of tenant recharges to analyse the situations in which they occur, the types of repair and levels of charges, to identify where service improvements or further preventative action can be achieved.
- 13.2 Details on the levels and types of debts will be reported to the Board of Management.

14 **Appeals**

- 14.1 Tenant/Former Tenant have the right to complain about any aspect of a rechargeable repair through the Association's Complaints Policy or to submit in writing a request to review the recharges.

15. **General Data Protection Regulations**

- 15.1 The organisation will treat personal data in line with our obligations under the current data protection regulations and our own data protection policy. Information regarding how personal data will be used and the basis for processing personal data is provided in the LHA Group's privacy notices.



15.2 This policy can be made available in other formats, for example in large print, audio format or Braille, the document may also be available in other languages, in full or summary form, as appropriate.

16 **Equality, Diversity and Inclusion**

16.1 This policy reflects the Association's commitment to meeting our equality obligations in advancing equality, promoting good relations between protected characteristics, and eliminating discrimination in the way we provide our services. It also aims to reflect our commitment to considering the Equalities and Human Rights impacts of what we do as an RSL.

16.2 The Association assesses and reviews where appropriate new and revised policies and procedures, and an Impact Assessment is available to support this policy.

Appendix 1 –**Appendix 2****Illustrative Examples of Rechargeable Repairs**

The Association will recharge the tenant for works required because of damage caused by the tenant, a member of their household, their guest, visitor or pet.

Examples given below are indicative for the guidance of staff and residents and are not intended to be exhaustive.

- Clearing blocked drains where blockage has been caused by misuse
- Replacing fixtures and fitting where damaged by misuse
- Redecorating (internal/external) due to vandalism
- Emergency call-out charges where the tenant misinformed that a repair was an emergency and it was subsequently found not to be so
- Remedial work due to flooding caused deliberately or by neglect
- Replacement glass to broken windows unless caused by vandalism that has been reported to the police
- Remedial work required as a result of defective tenant alterations or DIY
- Repeated failure to provide access for repairs appointments
- Remove household waste and bulk items
- Garden clearance – cut back overgrown trees and bushes, cut overgrown grass, remove gardening waste



Void Recharge Costs

Below is a list of costs that Lochaber Housing Association will recharge you for if any works that are picked up at the end of tenancy inspection are not completed to a satisfactory standard. This list is not exhaustive.

<u>Works</u>	<u>Recharge Cost</u>
General Repairs	
Replace damaged door	£ 170
Repair hole in ceiling/wall	£ 50
Replace one length of skirting	£ 50
Replace one length of door facing	£ 50
Replace one double glazed unit	£120
Replace one broken tile	£ 35

(All other repairs will be charged on an hourly rate plus material)

Kitchen Repairs

Replace kitchen unit wall or base	£150
Replace drawer front	£ 45
Replace unit door	£ 50
Replace taps	£ 65
Replace sink unit	£200

Bathroom Repairs

Repair to Bath/Shower/Wash Hand Basin/Pan or Cistern	£ 40
Replacement Bath	£420
Replacement Wash Hand Basin	£120
Replacement Toilet Cistern	£130
Replacement Toilet Pan	£150
Replacement cistern lid	£ 60

Cleaning

Cleaning kitchen units and tiles	£ 50
Cleaning bathroom suite and tiles	£ 50
Cleaning windows	£ 50
Cleaning heaters	£ 50
Cleaning floors	£ 65
Removing marks from walls, doors skirting & facings	£ 60
Full property clean	£230

Removing Items From Property

Removing flooring from one room	£ 80
Removing flooring from whole house	£230
Removing small items	£ 30
Removing large items	£ 70
Clearing loft area	£160

(These costs include the disposal of items.)

If the property is outside the Fort William area, travel costs may be added to the total cost of the works. VAT and administrative charges may also be added to works costs.

The Association reserves the right to charge the actual cost of work required, where complex or extensive repairs are required, or for items not covered by this schedule.