

Recharges Policy



Document Control

Responsible Person	Operations Director			
Review Frequency	5 Yearly			
Reviewed by	Board			
Date Approved	November 2021			
Next Review Due	November 2026			
Consultation Required	Yes	✓	No	
Equalities Impact Assessment	Yes	✓	No	
Added to Company Website	Yes	✓	No	
Associated Documents Considered	Yes	✓	No	

1. Scope of the Policy

- 1.1. Waverley Housing (The Company) is a landlord in the social rented housing sector providing homes to rent. A factoring service is also provided to owner occupiers.

2. Objectives of the Policy

- 2.1. The Company may be requested to carry out repairs or replacements within its housing stock or to enforce tenancy conditions upon tenants in breach. Where such repairs, replacements or enforcement of tenancy conditions, incur costs to the Company, it may elect to seek recovery of costs incurred in line with section 3 below. The Company also provides a Factoring service on behalf of owners and this policy will apply to those owners who do not pay their share of the cost of providing this service.
- 2.2. In all circumstances, repairs necessary to ensure that the Company complies with its statutory obligations shall be carried out regardless of disputes relating to responsibility for the item or items requiring repair. In most cases staff will take photographs of the items damaged or requiring replacement which can be used when taking action to recover any costs incurred by the Company in this connection.
- 2.3. In the event of any question arising about the reasonableness or otherwise of recharging in any given circumstance, such questions will be dealt with by the relevant Operational Manager.

3. Types of Rechargeable Repairs

- 3.1. There are 4 categories of repairs that may be considered as rechargeable. These are detailed below.
- 3.2. Repairs which are the responsibility of the Tenant
The Company is generally **not** responsible for repairing or replacing damaged items caused by the tenant or any persons for whom they have responsibility, e.g. broken window, burnt kitchen worktop, forcing entry where the tenant has lost keys.

Action: Where a tenant requests a repair as a result of carelessness or negligence on their part or anyone they are responsible for, the Company may recharge such repair or replacement costs to the tenant. Works will only generally be carried out upon receipt **in advance** of the full costs of such repair or replacement.

Where the Company has boarded up a window and the tenant is refusing to pay for the window to be reglazed then options to resolve the situation will be explored e.g. use of a simple procedure claim to the local Sheriff Court to recover the Company's costs of reglazing or taking action against the tenant for breach of tenancy.

Such costs may be based either on The Company's Schedule of Rate Charges or the actual cost incurred of carrying out the works in question. The Company may decide not to carry out repairs or replacements falling under this category where, upon investigation, the tenant already has outstanding debts to the Company, until both that debt and the costs for further repair or replacement have been settled.

In terms of security, where the tenant has lost keys, the Company has no obligation to ensure security of the property, and may elect to change locks only in the event of payment being made in advance.

Calls to standby – as it is not possible for trades staff to check systems for outstanding recharge accounts outwith office hours, no forced entries as a result of lock-outs will be undertaken, save where there is a risk to health and safety and/or vulnerable persons.

Where a Police Incident Slip or verified Police Incident Number is provided by the tenant, and investigation determines it was not their responsibility, works will be carried out and the costs borne by the Company, unless and until the person responsible is determined. Recharges will then be based on SOR charges and invoiced to the tenant or person responsible.

Where a responsible person is charged by the Police for criminal damage to any Waverley property, costs are likely to be compensated to the Company through a Court order. Accordingly, no recharge on SOR charges should be issued to the tenant or responsible person, pending completion of court action.

3.3. Access Recharges

The Company may require access to tenants' homes for the purposes of carrying out, for example, servicing of gas appliances, or inspection of property to determine damages allegedly caused. These examples are not exhaustive.

Wherever possible, reasonable efforts to reach mutual agreement in relation to access should be attempted. The Company retains the right to exercise its statutory powers to enter properties for the purposes of inspection and/or carrying out repairs, pursuant to schedule 4 of the Housing (Scotland) Act 2001.

Action: The Company will recharge costs to tenants for forced entries based on SOR charges or actual costs incurred as may apply from time to time. The tenant will be advised in advance of costs to be recharged for failure to provide reasonable access. Such costs will normally be identified within the letter of request for access.

3.4. Breach of Tenancy Conditions

Routine estate management inspections may highlight, for example, untidy gardens, open spaces and grassed areas, discarded domestic appliances within garden grounds or stairwells, household rubbish, etc. The Company may require to remove such items or tidy gardens, in enforcing tenancy conditions, where the tenant fails to co-operate.

In such cases The Company may recharge tenants. Such costs will be based on SOR charges or actual costs incurred as may apply from time to time, and invoiced to the tenant. Failure to pay may result in proceedings for breach of tenancy conditions. The Company retains the right to use all lawful means to recover any debt owing to it for any reason.

In exceptional cases where a tenant, member of their household or visitor to their property has caused criminal damage to the property consideration will be given to pursuing a criminal prosecution against the relevant person.

3.5. Void Recharges

These occur following inspection of properties following tenancy termination, identifying works which should have been rectified by the outgoing tenant prior to their leaving the property. **Where identified**, the tenant will be advised, in writing, at pre-termination inspection of works requiring to be carried out prior to termination.

At that time, estimated costs of such works, based on SOR charges or estimated actual costs as may apply from time to time will be provided to the outgoing tenant, who shall be informed that should they fail to carry out necessary works, they may be invoiced for the final cost of the actual works carried out.

4. Invoicing of Recharges

- 4.1. Invoicing of recharges will be carried out in accordance with the procedure on Invoice Requests. Invoices will clearly detail the works that have been carried out including each element of the works and VAT charged.

5. Debt Recovery

- 5.1. Outstanding invoices for recharges will be recovered in accordance with the Company's Debtors Control Procedure.

6. Court Costs

- 6.1. Court costs incurred in the recovery of rechargeable costs will be invoiced on receipt of notification of costs from our Solicitors. The Company retains the right to use all lawful means to recover any debt owing to it for any reason. Where Court costs are likely to be recharged to the tenant or other responsible person it is important that they are notified at an early stage of the intention to recoup these costs and an estimate given of the costs to be recharged.

7. Communication

- 7.1. The Company will take reasonable steps to ensure that applicants for housing and tenants are made aware of this Recharges Policy. Information on the policy will be included within the Tenants Handbook and at tenancy sign-up, prospective tenants will be advised of the terms of the policy.

8. Complaints

- 8.1. Any person who is not satisfied with the quality of the repair or failure in service in carrying out works associated with the recharges levied, or with The Company's action in relation to the management of a rechargeable repair, has the right to make a complaint in accordance with the Company's Complaints Procedure.

9. Reporting and Monitoring

- 9.1. A report on the value of recharges outstanding will be produced on a monthly basis to the Management Team.

10. Review Process

- 10.1. This policy will be reviewed every five years, or earlier, where a change in relevant legislation arises. Where any conflict arises at any point in time between policy, any appropriate legislation, statute or Government guidance, the policy shall be subordinate.