



Rechargeable Repairs Policy

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Owner - role	Property Services Manager

Record of Updates/Changes			
Current Version	Date Approved	Approved By	Changes
V1	15/12/25	Management Committee	New Policy

1. INTRODUCTION

This policy applies to rechargeable repairs in relation to all properties owned and/or managed by Castlehill Housing Association (CHA). CHA is committed to providing a cost effective, efficient service whilst meeting all legal and contractual obligations.

This policy sets out the items that existing and former tenants, and factored sharing owners may be recharged for, how the items charged for are identified and how they will be dealt with and by whom.

The Tenancy Agreement (SST & SSST) states that the tenant, those living with the tenant, and their visitors must take reasonable care to prevent damage to the property, decoration, any furniture provided, fixtures and fittings, common areas and the neighbouring properties.

The Tenancy Agreement also states that before vacating the property, the tenant should:

- Leave the property in a clean and tidy condition
- Leave the property in good decorative order
- Remove all belongings
- Return property keys
- Check with CHA that all payments are up to date
- Remove fixtures and fittings which have been installed without written permission, and make good any damage caused
- Carry out any repairs you are obligated to do
- Apply for compensation for alterations or improvements (where permission has previously been granted)
- Grant access to a Property Service Officer (PSO) and Housing Officer (HO) to carry out a pre termination visit, and where necessary show the property to potential new tenants before moving out.
- Provide CHA with a forwarding address (unless there is a valid reason not to)

Where a tenant/sharing owner has caused damage to a property or has carried out alterations to the property without permission, the Association will request that the property be restored to its previous condition during, or at the end of the tenancy.

Where tenants/sharing owners do not carry out restorative work, the Association will carry out this work and may issue a recharge to the tenant/sharing owner.

All tenants/sharing owners are advised at the time of signing their tenancy agreement that they should have adequate household contents insurance in place, including the option of covering accidental damage.

2. POLICY AIM

This policy sets out which repairs CHA are responsible for, and which repairs are the responsibility of the tenants/sharing owners and details the recharge process from identification of a rechargeable repairs through to invoicing for rechargeable repairs.

The policy/procedure outlines the various stages that are required and gives clear guidance on what is required from all staff involved from start to finish. The Association will be proactive rather than reactive.

Definition of a Rechargeable Repair

Rechargeable repairs include:

- Repairs required as a result of deliberate damage.
- Repairs required as a result of damage caused by neglect.
- Repairs required as a result of unauthorised or unsatisfactory alterations to the property.
- Accidental damage caused by the tenant/sharing owner, household, or visitor to the property.
- A service which has been provided by the Association, at a tenants/sharing owners request, such as a lock change or replacement keys. Tenants will be asked to pay for such services upfront.
- The cost of items agreed with tenants/sharing owners as their responsibility in the specified circumstances.
- The cost of removing unauthorised goods left at the property at tenancy termination
- The cost of removing and disposing of 'fly tipping' which is traced back to the tenants/sharing owners
- The cost to repair or replace damaged furniture or white goods provided at the start of the tenancy as part of an inventory

3. PURPOSE OF RECHARGEABLE REPAIRS POLICY

The objectives of the policy are to:

- Promote a responsible attitude by tenants/sharing owners towards their property by ensuring that recharge costs are pursued from those who neglect their property or deliberately cause damage.
- Ensure rechargeable items are dealt with transparently and efficiently
- Recover the cost of rechargeable items from current and former tenants/sharing owner.
- Maximise income through the recovery of debts owed relating to rechargeable repairs.

Links to Other Policies

This policy links to other CHA policies and procedures including:

- Responsive Repairs Policy
- Debt Management
- Debt Management Policy-Former Tenant
- Voids Management Policy and Lettable Standard
- Allocations Policy
- Solutions Debt recovery Policy
- Complaints Handling Procedure
- Written Statement of Services (Factoring Document)

This policy links to a legal framework including:

- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2010
- Housing (Scotland) Act 2006
- Homelessness (Scotland) Act 2003
- Welfare Reform Act 2012
- Equality Act 2010
- Data Protection Act 2018 and the UK General Data Protection Regulation
- Human Rights Act 1998
- Children's Scotland Act 1995
- Debtors Scotland Act 1987
- Bankruptcy and Diligence (Scotland) Act 2007
- Bankruptcy (Scotland) Act 2016

4. ROLES & RESPONSIBILITIES

Role of the Management Committee

The Management Committee are responsible for overseeing the work and progress of the Property Services Department in relation to all matters of debt recovery. The committee will receive reports at quarterly Management Committee showing levels of rechargeable repairs and write off amounts. A report recommending amount for write off will be completed biannually. In addition, the committee will be responsible for agreeing and reviewing the Rechargeable Repairs policy.

Role of the Property Services Manager

The Property Services Manager (PSM) has overall responsibility for ensuring the policy/ procedure is followed. The PSM will bring cases over a balance of £200 and warrant a write off to the attention of the Management Committee. The PSM has the authority to approve write off's below £200 after consultation with the Housing Services Manager (HSM). The PSM will liaise regularly with the HSM.

Role of the Senior Property Services Officers Repairs/Compliance

The Senior Property Services Officer (SPSO Repairs & Compliance) has day to day responsibility of ensuring the staff that they line manage are following the policy/procedure.

Role of the Property Services Officers

The Property Services Officers (PSO) have a responsibility to follow the policy/procedure, and if any variation from the procedure arises, they must get approval from the SPSO Repairs/ Compliance.

Role of the Housing Manager

The Housing Services Manager (HSM) takes a strategic overview of performance of their team as well as delivering operational management of the tenant arrears and income management services provided by the Housing Services Team.

Role of the Senior Housing Officer

The Senior Housing Officer SHO has day to day responsibility of ensuring the staff that they line manage are following the policy/ procedure.

Role of the Housing Officer

The Housing Officers (HO) have a responsibility to follow the policy/procedure, and if any variation from the procedure arises, they must get approval from the SHO.

Tenants/sharing owners are responsible for:

- Carrying out repairs which are their responsibility, in line with their tenancy agreement and the Repairs Policy. Obtaining permission before carrying out alterations or additions to their property.
- Repairing any damage they have caused or meeting the costs if the Association carries out the work on their behalf.
- Ensuring prompt payment for rechargeable items, or pre-payment where the Association has agreed to complete work which is the tenants/sharing owner's responsibility.

Property Services and Housing Services staff are responsible for:

- Identifying rechargeable repairs at pre-termination visits.
- Agreeing and documenting with tenants/sharing owners what items can be left in the property on termination.
- Identifying tenants/sharing owners who may be exempt from paying for rechargeable items.
- Advising any prospective tenants/sharing owners of their obligation to repay any recharges prior to any new offer of accommodation being made – substantial unpaid recharges will result in the refusal of a mutual exchange application. (See Allocations Policy for details)
- Ensuring that outstanding invoices due from current tenants/sharing owners are pursued in line with the Debt Management Policies.
- Implementing effective procedures to maximise collection of the income owed to the Association from former tenants/sharing owners.
- Raising a works order with the appropriate budget code.
- Effectively handling complaints or appeals in relation to rechargeable repairs.

Finance Department are responsible for:

- Raising and issuing an invoice to the tenants/sharing owners or former tenants/sharing owners for the recharge.

All staff are responsible for:

- Taking note of neglect, damage or unauthorised alterations to properties which they identify during home visits and reporting them to the appropriate team (Housing Services Team for neglect, or Property Services Team for repairs and alterations issues).

5. PROCEDURE

Identifying Rechargeable Repairs

A rechargeable repair may be identified in several ways, below are some examples:

- When a repair is reported by a tenant
- Through a repair pre-inspection
- During any routine visit to a property
- Through a pre-termination visit
- Through a void inspection

If a tenant/sharing owner disputes the recharge cost, the PSO will contact the tenant/sharing owner and explain the reason behind the recharge.

Where the tenant/sharing owner fails to carry out repairs that they are obliged to, they will be recharged the cost of the remedial work.

If a rechargeable repair has not been completed by the time of the post inspection visit, or if it does not meet the British Standard or the Association's minimum standard, CHA will arrange for the work to be corrected and subsequently recharge the tenant/sharing owner for this work.

Deliberate Damage or Damage as the Result of Neglect

Tenants/sharing owners are responsible for all damage to their property. For complex cases of deliberate damage, or damage because of neglect, a PSO will visit the property to determine the extent of the repair work required.

The tenants/sharing owners are expected to organise repairs that are their responsibility to rectify. The Association will inspect all work carried out by the tenants/sharing owners to ensure it complies with current standards. Where the work fails to meet the standards, the Association reserves the right to recharge for any remedial work required.

If a tenant asks the Association to carry out repairs that are the tenants/sharing owner's responsibility, then the rechargeable amount must be paid by the tenants/sharing owners in advance of the work being carried out except where:

- The repair is required for health and safety reasons, for example a damaged fire door.
- The repair is required to maintain the structural integrity of the property or to make the property wind and watertight.
- The damage is detrimental to the appearance of the property or the area/neighbourhood, for example, a boarded-up window.
- The damage has been caused to a communal or external area

In these circumstances the Association will carry out the repairs at the time they are identified and will recharge the cost of the repair to the tenant/sharing owner.

Unauthorised Alterations/Improvements to the Property

A tenant/sharing owner can apply for retrospective permission for an alteration or improvement. This will normally be granted providing the work complies with regulatory requirements, has been carried out by a competent tradesperson, and any appropriate certificates are provided. The tenant/sharing owner will be required to provide copies of certificates to demonstrate that the work complies with any regulatory requirements.

Where 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 providing the tenant/sharing owner the opportunity to carry out the work themselves. The tenant/sharing owner will be recharged the cost of the remedial work.

Where an alteration or improvement is found to be unsuitable, the tenant/sharing owner will be given the opportunity to improve it to the required standard or return it to its original condition. If the tenant/sharing owner does not comply, the Association will carry out the remedial work, and the tenant/sharing owner will be recharged the cost of remedial works.

If there are any questions regarding the suitability of an alteration or improvement a Property Services Officer will visit to assess the work and give the necessary advice.

Mutual Exchanges

When a tenant has applied for a mutual exchange, Housing Services will let Property Services know that a request has been submitted, following which the Property Services Officer will arrange to visit the property, and advise the tenant if it meets the lettable standard. If it does not, the mutual exchange will be refused. The tenant will be advised why the property has failed and will have the opportunity to carry out the necessary repairs before reapplying for a mutual exchange in the future.

Rechargeable Repairs Identified at the End of the Tenancy

Where a tenant gives notice that they wish to end their tenancy, a pre-termination visit will be carried out by the Association. The Property Services Officer will identify any visible repairs required and discuss possible recharges. This may not be a definitive list of rechargeable repairs as the tenant will have the opportunity to rectify some repairs themselves before the termination date, or some repairs may be hidden by furniture or belongings at the time of the pre-termination visit.

If no access is given for a pre-termination inspection a letter will be sent to the tenant clearly stating the condition the property should be left in. If a property has been abandoned, or following an eviction there is damage found, these damages will be recharged.

Once the property keys have been handed back to the Association the tenant will not be allowed back into the property to carry out any outstanding repairs. At this point, the Property Services Officer will carry visit and take photographs of any rechargeable items, for example where:

- The tenant has not carried out the repairs identified at the pre-termination visit.
- The tenant did not adequately carry out the required repairs to CHAs standard.
- Damage has occurred, or additional repair work has been identified following the pre-termination inspection.
- Damage is identified that was not visible at the pre-termination visit e.g. due to being concealed by furniture.
- The tenant left the property without giving notice.
- The tenant did not allow a pre-termination visit to take place.
- The tenant did not adhere to the items to be left, agreed in the pre-termination visit.
- The tenant will be charged for the cost of removing any unauthorised items that they have left at the property. Authorisation can be given for some items to be left at the property. An agreement on what items can be left is to be signed by the tenant at the pre-termination process or noted on the housing management system. For example, if a tenant has installed an electric shower without permission, the shower will be checked to ensure it meets the

required standards. If it does, the Association will take on responsibility for its future maintenance, and the tenant will not be recharged. If the shower does not meet the required standards, it will be removed, and the tenant will be recharged. If the tenant did have permission to install a shower, it will be left in the property, provided that it continues to meet the required standards. If it no longer meets the required standards, it will be removed but the tenant will not be recharged.

- If electric or gas appliances such as built in ovens and hobs etc. have been fitted by the tenant these must be removed at the end of the tenancy as the Association will not take on the responsibility for maintaining these. The tenant/former tenant will be recharged if these are not removed. If the tenant removes any electrical items and leaves the wires in an unsafe manner the tenant will be recharged for making this safe.
- The tenant will be charged for the removal of all non-compliant lighting installed in the property as these fail to meet electrical standards.

Invoices are raised for recharges and issued to current or former tenants to enable them to make arrangements to pay the recharge. Failure to pay any outstanding monies will result in recovery action, in line with the Debt Management Policies.

Where the tenancy is being terminated due to the occupant entering a care provider, or because of death, the person responsible for terminating the tenancy is expected to arrange for the property to be emptied within 14 days. Where the Association must dispose of items left behind in a property in the case of the death of a tenant, a recharge will be raised and charged to the person's estate.

Calculating the Cost of Rechargeable Repairs

Once it has been established that a repair is the responsibility of the tenant/sharing owner and is rechargeable, the tenant/sharing owner will be advised of the estimated cost of the rechargeable repair. The cost of rechargeable repairs is based on current repair costs from the Repair's Framework Contract. An administration fee of 10% will be added to all estimates and final invoices.

If the repair does not fall into the "emergency repair" category, the tenant/sharing owner will have the opportunity of carrying out the repair themselves prior to termination of their tenancy, and on occasion, if required, an extension of time may be granted. These extensions will be determined based on the specifics of the work. It should be explained to the tenant/sharing owner that on completion, the repair must meet any relevant British Standard and the Association's minimum standard.

Payments for Rechargeable Items

An invoice will be raised by Finance for the recharge and sent to the tenant/sharing owner or former tenant/sharing owner. Tenants/sharing owners will be offered the full range of payment methods. Where the invoice is not paid in full, recovery action will take place to collect the money owed, in line with the Debt Management Policies.

Enforcement Action

Where a tenant/sharing owner has caused serious damage to their property/communal area/garden, and/or has caused damage to their property on repeated occasions, enforcement action may be taken for breach of tenancy, in addition to charging the tenant/sharing owner for the cost of the repair.

Where a tenant/sharing owner has caused intentional criminal damage to their property, enforcement action may be taken for breach of tenancy, which in some instances will result in the serving of a 'Notice of Proceedings' to seek possession of the property, in addition to charging the tenant for the cost of the repair.

Exemptions to Paying for Rechargeable Items

No recharge will be issued in the following circumstances:

- If the damage is a result of a malicious act by a third party and a Police Scotland crime number has been provided to the Association within 7 calendar days.
- If the damage was caused as a result of domestic violence, harassment, or hate crime, and this has been reported to the Association, along with a Police Scotland crime number, within 7 calendar days.
- Where the tenants are victims of damage caused by anti-social behaviour and this is being investigated by the Association.
- Where entry is forced due to concerns about the wellbeing of the tenant/sharing owner
- Where the estimated cost of the repair including the administration fee of 10%, is considered to be below 'de minimus' level of £100 (excluding VAT).

Discretion will be used where the tenants/sharing owner is elderly or infirm and has no capacity to perform a repair or pay for one. This is at the discretion of the Property Services Manager.

Appeals and Complaints

If a tenant/sharing owner is not happy that a repair has been categorised as rechargeable, or they are not happy about the amount they have been charged, an appeal can be made against the decision. The appeal will be dealt with by the Senior Property Services Officer Repairs/Compliance (if they were not involved in the original decision).

Recharge appeals will be handled within 10 working days of the appeal being received. If a tenant/sharing owner is not satisfied with the outcome, any further disagreement will be dealt with through the complaints handling procedure contained within the Complaints Policy.

6. MONITORING AND REVIEW

The policy will be reviewed by the Property Services Manager during the three-year period and recommend to SMT any changes should they be required or circumstances out with its terms and conditions.

The information about rechargeable repairs is readily available to tenants/sharing owners to ensure that awareness of the policy is maintained. The Property Services team will also ensure that information explaining how and why recharges is made is available to tenants in the Tenants Handbook, and to sharing owners in the factoring written statement of services, information leaflets, via the newsletter, and on the website/social media. New tenants should be advised of the policy by the Housing Services team when the tenancy agreement is signed.

Equality and Diversity

CHA is committed to promoting equality and diversity across all areas of work. Discrimination or harassment of any kind is not tolerated. An Equality & Diversity Impact Assessment (EIA) has been produced for this Policy and will be subject to continuous review by staff.