

1.0 BACKGROUND AND PURPOSE OF POLICY

- 1.1 SBHA strives to attain best value for money for its Tenants from the best use of the Repairs and Maintenance Budget. Where appropriate and reasonable SBHA may endeavour to recharge a Tenant for repairs which is either the Tenant's responsibility or is due to wilful, negligent, or accidental damage.

2.0 RESPONSIBILITY FOR REPAIRS

- 2.1 SBHA will carry out repairs to the structure of Tenant's homes to ensure it is wind, watertight and habitable as outlined in Section 5 of their Tenancy Agreement.
- 2.2 The Tenant is responsible for repairing damage caused wilfully, negligently or accidentally by the Tenant or anyone living with or visiting the Tenant as outlined in Section 5.10 of their Tenancy Agreement.
- 2.3 SBHA will try to identify whether a repair is rechargeable at an early stage. Where possible before the repair is carried out. This gives the Tenant the opportunity to make arrangements to have the repair carried out by an alternative contractor. If an alternative contractor is used to complete this repair, SBHA must approve the quality of this work on completion.
- 2.4 SBHA 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.
- 2.5 Former Tenant's may be responsible for the cost of carrying out repairs to a house to bring it up to SBHA's standard for re-letting as outlined in Section 5.10 of their Tenancy Agreement. This may also include removing unauthorised alterations made to the house and the removal of furnishings and personal belonging from the property or garden.
- 2.6 The Repairing and Maintaining your Home leaflet (**Appendix 1**) and the Tenancy Agreement sets out who is responsible for repairs. Tenants receive their Tenancy Agreement when they sign for their home. At this time, Tenants are informed of their responsibility regarding repairs. If a Tenant requires a copy of their Tenancy Agreement a copy can be made available on request. The Repairing and Maintaining your Home leaflet is available on the SBHA website (www.sbha.org.uk) and copies are available on request.

3.0 RECHARGING FOR REPAIRS

- 3.1 If the damage was caused by vandalism by someone who is not a member of the household or a visitor to the house and the matter was reported to the Police and an incident number is available, this will not normally be a recharge.
- 3.2 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 SBHA, unless and until the person responsible is determined. Recharges will then be based on Schedule of Rate Charges (SOR) costs and invoiced to the Tenant or person responsible.

- 3.3 Where a responsible person is charged by the Police for criminal damage to any SBHA property, costs are likely to be compensated to SBHA through a Court order. Accordingly, no recharge on SOR costs should be issued to the Tenant or responsible person, pending completion of court action.
- 3.4 Where the Tenant has an outstanding balance on a recharge account, SBHA may refuse to carry out any future non-essential repairs until the account is cleared.
- 3.5 If an arrangement is made to carry out a rechargeable repair and there is no access to the property the cost of the call-out may be recharged to the Tenant.
- 3.6 Where a Tenant requests a repair as a result of carelessness or negligence on their part or any other persons, they are responsible for, at SBHA's discretion we may recharge such repair or replacement costs on to the Tenant. Works will only be carried out upon receipt **in advance** of the full costs of such repair or replacement.
- 3.7 These costs will be based either on SBHA's Schedule of Rate Charges or the actual cost incurred for carrying out the works in question. SBHA may decide not to carry out repairs or replacements falling under this category where, upon investigation, the Tenant already has outstanding debts to SBHA, until both that debt and the costs for further repair or replacement have been settled.
- 3.8 In terms of security, where the Tenant has lost keys, SBHA has no obligation to ensure security of the property, at SBHA's discretion we may elect to change locks, and the cost of the call-out may be recharged to the Tenant.
- 3.9 Access to Homes - SBHA 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.
- 3.10 Wherever possible, reasonable efforts to reach mutual agreement in relation to access should be attempted. SBHA 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.
- 3.11 SBHA may recharge costs to Tenants for forced entries based on SOR values and/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.
- 3.12 Calls to Standby – As it is not possible for Employees to check systems for outstanding recharge accounts out with 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 at SBHA's discretion.
- 3.13 Routine Estate Management Inspections highlight, for example, untidy gardens, discarded domestic appliances within garden grounds or stairwells, household rubbish, etc. SBHA, in accordance with the Estate Management Policy, may require to remove such items or tidy gardens, in enforcing tenancy conditions, where the Tenant fails to co-operate. For further clarification on this area, please refer to the Estate Management Policy. Where this may prove necessary, SBHA may recharge Tenants. Such costs will be based on SOR values and/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. SBHA retains the right to use all lawful means to secure and recover any debt owing to it for any reason.
- 3.14 When a Tenant gives notice to terminate the Tenancy a pre-termination visit will be arranged to inspect the property. Any rechargeable repairs or unauthorised

alterations will be brought to the Tenants attention allowing them the opportunity to complete the repairs before the end of the Tenancy. 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 values 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 accordingly for the final value of the actual works carried out. If the repairs are not carried out the former Tenant may be recharged for the work. Any rechargeable repairs discovered after the property is vacated and not apparent at the pre-termination visit may be recharged.

4.0 INDIVIDUAL ASSESSMENT

- 4.1 Each rechargeable case will be assessed taking account of all the circumstances surrounding the damage. After reviewing all the relevant details, a recharge may be waived in full or in part by SBHA's Neighbourhood Maintenance Co-ordinator, for extenuating circumstances.

5.0 PAYMENT METHODS

- 5.1 SBHA will allow Tenants to make payments in instalments using cheque, Allpay or Direct Debit. Tenant's will be encouraged to talk to SBHA Employees to ensure a realistic and affordable arrangement is in place.

6.0 COMPLAINTS AND APPEALS

- 6.1 Tenants and former Tenants can appeal against any recharge. Tenants and other service users of SBHA have the right to complain about any aspect of the service that they have used. This can be done through our Complaints Procedure available at www.sbha.org.uk or a form is available on request.

7.0 REVIEW

- 7.1 This Policy will be reviewed in 3 years, or earlier if legislative or other changes necessitate this.