

1.0 INTRODUCTION

This policy has been developed to enable Glasgow West Housing Association Ltd ("GW") to have clear guidelines when recharging tenants for repairs and services carried out which are not GW responsibility.

GW, as the landlord, is responsible for ensuring that its properties are maintained in a reasonable state of repair and in accordance with its legal and contractual obligations. Where repairs are required, GW will carry these out in line with its obligations under the Tenancy Agreement, relevant Service Standards and the commitments set out in the Service Quality Guarantee. Where applicable, repairs will also be managed in accordance with GW's Disruptive Repairs and Right to Repair arrangements. Where a repair is required as a result of damage caused wilfully, accidentally or negligently by the tenant, a member of the tenant's household or an invited visitor, GW will recharge the reasonable cost of the repair where the tenant is responsible under the terms of their tenancy agreement. GW will take account of fair wear and tear, vandalism, the circumstances of the incident and any other relevant information when determining liability and raising a Rechargeable Repair charge.

2.0 AIMS

- 2.1 The Rechargeable Repairs Policy aims to ensure that GW appropriately identifies, records, monitors and recovers costs associated with Rechargeable Repairs. Our objectives include:
- providing a prompt, efficient and cost effective responsive rechargeable repairs service;
 - ensuring that systems are in place to enable GW to comply with its duties in relation to rechargeable repairs and to encourage positive tenant engagement with GW;
 - having systems and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both GW and tenant;
 - To provide a clear and consistent framework for recovering the costs of repairs and works that are the tenant's responsibility, including arrangements for tenants to make payment towards rechargeable costs where appropriate;
 - operating an effective monitoring system, including audit trails and reporting systems that ensure compliance with the rechargeable repairs process; and
 - responding promptly to missed payments, establishing early contact if arrears persist and endeavouring to pursue full recovery of rechargeable repairs debt.
- 2.2 The policy aims to be fair and consistent in its approach. The policy also aims to minimise loss to GW through cases of tenants' neglect or vandalism, this includes household members and visitors to the tenant's property.
- 2.3 The policy will ensure transparency for staff, MCMs, and our external stakeholders in relation to the raising and charging of rechargeable repairs.

POLICY DETAILS

3.0 CATEGORIES

- 3.1 GW will require tenants to repay the cost of repairs carried out where:
- a) Damage that is a direct result of the actions of the tenant, a member of the tenant's household or visitors to a tenant's home.
 - b) Damage has occurred as a result of neglect or abuse on the part of a tenant, a member of the tenant's household or visitors to a tenant's home. This includes the cost of insurance excess in cases where claims are made against GW's building insurance to cover the repair costs.
 - c) The Emergency Services have forced entry as a direct result of criminality, neglect or other behaviour on the part of the tenant, a member of the tenant's household or visitors to a tenant's home.
 - d) The tenant has requested that the work be carried out and GW is not responsible for the cost (e.g. where a tenant wishes locks to be changed).
 - e) The repair is the tenant's responsibility under the terms of their tenancy agreement.
 - f) The tenant is locked out and a forced entry is carried out.
 - g) The cost of re-instatement of unauthorised alteration.

3.0 CATEGORIES (Continued)

- h) Where tenant makes a specific arrangement for access for emergency, urgent or routine repairs and access is not given, the tenant will be charged for the cost of the call out.
 - i) Where a tenant requests an out-of-hours emergency response for a matter which is subsequently determined not to constitute an emergency, GW reserves the right to recharge the reasonable call-out cost where the tenant was responsible for the issue or where the request was unreasonable.
 - j) Where GW has to force entry to carry out statutory repairs or health and safety checks e.g. gas safety inspection and where GW has provided reasonable notice and reasonable opportunities for access, except where immediate access is required in an emergency or otherwise permitted by law.
 - k) Where a vacating tenant leaves items of furniture etc in the property and removal has to be arranged by GW.
 - l) Where a vacating tenant leaves a property and, at the void stage, repairs or other works are identified as having been caused by neglect, vandalism, or unauthorised alterations or decoration that does not meet GW's re-let standards.
 - m) Where a property has been abandoned, GW may recharge the tenant for the reasonable costs incurred in removing and disposing of goods and belongings left in the property and for any works required to return the property to a lettable condition, where these costs are the tenant's responsibility under the Tenancy Agreement.
 - n) Where pest control treatment is required and responsibility for the infestation rests with the tenant under the terms of the Tenancy Agreement and GW's Pest Control Policy.
 - o) Where additional waste management or uplift costs are incurred as a result of waste or items attributable to a specific household, and the cost is rechargeable to the tenant in accordance with the Tenancy Agreement, Estates Strategy and relevant Fire Safety requirements.
 - p) Where additional cleaning of a communal close is required as a result of waste, damage, neglect or other circumstances attributable to a specific household, the reasonable cost of the cleaning may be recharged to that household. Where responsibility cannot reasonably be attributed to a specific household, the cost may be recharged to the households within the affected close.
- 3.2 When a repair falling into one of the above categories is required or requested, the tenant will be advised at the earliest opportunity that they will be recharged for the works. In certain cases (e.g. forced entry by the Emergency Services, void works) GW may not be able to advise the tenant until the repair has been carried out. In such cases the tenant will be notified once the invoice from the contractor carrying out the work is received.
- 3.3 Where damage has been caused by vandalism or criminal activity by a person who is not the tenant, a member of the tenant's household or an invited visitor, GW will not normally recharge the tenant where the incident has been reported by the tenant to the Police and GW as soon as reasonably practicable noting the crime reference number.
- 3.4 GW will not seek to recover costs that exceed the reasonable cost of reinstating or repairing the damage, and tenants will not normally be charged for improvements or betterment arising from the repair.
- 3.5 GW will not recharge tenants for repairs arising from fair wear and tear resulting from normal use of the property.
- 3.6 Taking into account the provisions of GW's Domestic Abuse Policy, GW will support tenants experiencing domestic abuse by not applying rechargeable repair charges for lock changes or damage resulting from domestic abuse.

4.0 ASSESSMENT OF LIABILITY

- 4.1 Before a rechargeable repair charge is raised, GW will assess the circumstances of the repair and determine whether the tenant is liable. The assessment will consider:
- the nature and cause of the damage;
 - the terms of the tenancy agreement;
 - whether the damage is consistent with fair wear and tear;
 - whether vandalism or criminal damage is involved;
 - information provided by the tenant or other relevant persons;
 - photographs, inspection records or other available evidence;

4.0 ASSESSMENT OF LIABILITY (Continued)

- whether the tenant, household member or visitor was responsible;
- the reasonable cost of the repair;
- whether the tenant has responded appropriately to requests for access and taken reasonable steps to provide access, including where forced access has been required, to avoid or minimise any rechargeable costs; and
- any other relevant circumstances.

5.0 PAYMENT

- 5.1 GW will provide the tenant with written details of the rechargeable repair and the amount due, including an appropriate breakdown of the costs and, where appropriate, supporting documentation.
- 5.2 GW's primary aim is to encourage the tenant to pay the outstanding balance in full. In cases where this proves unaffordable, the tenant will be provided with the opportunity to repay the balance in instalments. All repayment arrangements will be agreed between GW and the tenant. When agreeing a repayment arrangement, GW will consider several factors such as the individual circumstances of the tenant, the nature and cost of the rechargeable repair, the length of time the balance has been outstanding and whether the tenant has other outstanding tenancy debts. In considering repayment arrangements, GW will also take account of the tenant's financial circumstances and ability to pay. Where appropriate, GW will offer or signpost the tenant to income maximisation, welfare benefits, money advice or other appropriate support.
- 5.3 Where payment remains outstanding after one month from when invoice is issued or no agreement for repayment has been made, GW will issue a first reminder letter urging the tenant to settle the balance or contact GW to discuss entering into a suitable repayment arrangement. If the tenant fails to respond then further warning notices will be issued.
- 5.4 Where the tenant fails to adhere to a repayment arrangement, GW will issue a reminder letter which will allow the tenant the opportunity to review the terms of the existing arrangement.
- 5.5 Where a rechargeable repair debt remains outstanding, and reasonable attempts to secure payment or agree an affordable repayment arrangement have been unsuccessful, GW will consider legal action in accordance with its Debt Recovery Policy. Any decision to commence legal proceedings will take account of the amount outstanding, evidence of liability, proportionality, likelihood of recovery, costs, the tenant's circumstances and any relevant legal or regulatory requirements. The appropriate court procedure will be determined in accordance with the value and nature of the claim and the applicable Scottish court rules.

6.0 INDIVIDUAL CASE ASSESSMENT

- 6.1 Where an applicant has an outstanding tenancy-related debt, including a rechargeable repair debt, GW will consider the debt in accordance with its Housing Allocations Policy and all applicable statutory requirements. Any decision to suspend, defer or refuse an allocation, transfer or other housing opportunity because of outstanding rechargeable repair debt will comply with the statutory restrictions governing tenancy-related liabilities and GW's published Allocations Policy. The tenant will be notified of all decisions in writing.
- 6.2 Where a tenant has an outstanding rechargeable repair balance and has not maintained an agreed repayment arrangement, this may affect their eligibility to qualify for GW's Rent Reward scheme.
- 6.3 GW may require an outstanding rechargeable repair debt to be cleared or a satisfactory repayment arrangement to be maintained before undertaking non-essential repairs, investment or improvement works which are not GW's legal or contractual responsibility. This may include planned investment or improvement works, such as the replacement of kitchens, bathrooms or other components, where these works are not required to meet GW's legal or contractual obligations. An outstanding rechargeable repair debt will not prevent GW from carrying out repairs which it is legally or contractually required to undertake, emergency repairs, health and safety repairs, qualifying Right to Repair works, damp/mould investigations and repairs or repairs necessary to maintain the property as wind and watertight, habitable and fit for human habitation.

6.0 INDIVIDUAL CASE ASSESSMENT (Continued)

- 6.4 Rechargeable repair procedures will not prevent GW from complying with its statutory duties in relation to damp and mould, including any applicable statutory requirements as well as the Investigation and Commencement of Repair (Scotland) Regulations 2026 when they come into force. Where damp or mould is reported, GW will investigate the underlying cause and determine responsibility before any recharge is considered. Any recharge will not be raised where the cause is attributable to a defect, disrepair or other matter for which GW is responsible.

7.0 FORMER TENANTS

- 7.1 In the case of former tenants, a final statement of account and associated invoices will be issued by GW upon tenancy end in order that the debt can be paid in full or to arrange a reasonable and sustainable repayment arrangement to repay the balance due.
- 7.2 Payment terms for former tenants will be as noted in Section 5.0.
- 7.3 If the former tenant fails to respond to communications, fails to enter into repayments or repeatedly fails to adhere to repayment arrangements, then the account should be considered for write-off. Accounts should be considered for write-off in the following circumstances:
- The former tenant is deceased and there is no known estate;
 - GW has no contact details for the former tenant and balance is considered uneconomical to pursue;
 - GW has no contact details for the former tenant and tracing services have provided unsuccessful in locating the former tenant;
 - The former tenant has repeatedly failed to respond to communications issued by GW and the balance is considered uneconomical to pursue via legal action;
 - The former tenant has repeatedly defaulted on their repayment arrangement and the balance is considered uneconomical to pursue via legal action;
 - bankruptcy/sequestration;
 - insolvency; or
 - GW has been unable to secure payment despite the conclusion of legal action.
- 7.4 Write-off decisions will be made in accordance with GW's Debt Recovery Policy and the appropriate delegated authority limits.

8.0 EQUALITY, VULNERABILITY AND SUPPORT

- 8.1 GW will consider equality, vulnerability, disability, communication needs and any other relevant circumstances when making decisions under this policy. Reasonable adjustments will be made where required. The existence of vulnerability will not automatically remove liability for a rechargeable repair, but it will be considered when determining how the matter is communicated, managed and recovered.

9.0 APPEALS

- 9.1 Tenants and former tenants may request a review of a rechargeable repair decision within 14 days of notification. GW may consider requests received outwith this period where there is a reasonable explanation for the delay. The appeal will be considered, and the original decision will be reviewed by Property Services Officers. A written response will be provided within twenty working days outlining any new decision.
- 9.2 Nothing in this procedure prevents a tenant or former tenant from making a complaint under GW's Complaints Handling Procedure. Where a complaint is received, it will be handled in accordance with GW's Complaints Handling Procedure and the applicable Scottish Public Services Ombudsman model.

10.0 MONITORING AND REVIEW

- 10.1 GW will monitor the application of this policy through appropriate management information, including the number and value of rechargeable repairs raised, recovery rates, outstanding debt, write-offs, appeals and complaints. Monitoring will be used to identify trends, ensure consistency and inform service improvements.
- 10.2 The policy will be reviewed at least every three years, or sooner where there are significant legislative, regulatory or operational changes.