RECHARGEABLE REPAIRS POLICY

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Approval Record			
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V1.0	New Policy	HRIL Board	June 2026
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Summary of changes to document				
Date	***Action by***	***Version updated***	***New version number***	***Brief description*** ***(e.g. updated job titles, reviewed section on delivery, whole document updated, corrected typos)***

CONTENTS

1 INTRODUCTION

1.1 Highland Residential (Inverness) Ltd (“HRIL”) aims to deliver high-quality, well-maintained homes and to manage its properties in a fair, transparent and commercially responsible manner.

1.2 This policy sets out the circumstances in which HRIL may recharge tenants, former tenants, or other responsible parties for the cost of repairs or related works.

1.3 This policy is based on the principles of:

- Fairness and transparency
- Reasonableness and proportionality
- Clear communication and evidence-based decision making

1.4 HRIL will ensure that any recharge is:

- Supported by evidence
- Clearly explained to the customer
- Consistent with the tenant’s obligations under their Private Residential Tenancy (PRT) Agreement

2 SCOPE

2.1 This policy applies to:

- All current and former tenants of HRIL
- Properties let under Mid-Market Rent and Private Residential Tenancy arrangements

2.2 In certain circumstances, this policy may also apply to:

- Damage caused by occupants, visitors, or third parties
- Repairs undertaken on behalf of owners where applicable

3 DEFINITIONS

3.1 **Rechargeable repair:** A repair or related cost which is the responsibility of the tenant but has been carried out or arranged by HRIL.

3.2 **Fair wear and tear:** Deterioration arising from normal everyday use over time and not attributable to negligence, misuse, or damage.

3.3 **Negligence or damage:** Where deterioration is caused by misuse, lack of care, or actions of the tenant, household members, or visitors.

4 LEGAL AND POLICY FRAMEWORK

4.1 This policy operates in line with:

- Private Residential Tenancy (Scotland) legislation

- The Letting Agent Code of Practice
- Consumer protection principles, including fairness and transparency in charging
- Tenancy agreement obligations

4.2 HRIL will not recharge tenants for:

- Repairs which fall within the landlord's statutory repairing responsibilities
- Issues arising from fair wear and tear

5 POLICY STATEMENT

5.1 HRIL will seek to recover costs where:

- The repair is the responsibility of the tenant
- The repair arises from damage, negligence or breach of tenancy conditions

5.2 All charges will be:

- Reasonable and proportionate
- Based on actual or evidenced costs
- Clearly communicated and explained

5.3 HRIL does not seek to make a profit from rechargeable repairs.

6 CIRCUMSTANCES WHERE CHARGES MAY APPLY

6.1 Tenant Responsibility Repairs

Where the repair is the tenant's responsibility under the tenancy agreement but has been completed by HRIL.

6.2 Damage or Negligence

Where the repair is required directly or indirectly as a result of:

- Damage caused by the tenant
- Actions of household members or visitors
- Failure to take reasonable care of the property

6.3 Crime or Vandalism

Where damage has occurred and:

- The tenant has not reported the matter to Police Scotland
- No crime reference number is provided where appropriate

6.4 Forced Entry

Where damage results from forced entry (including by police or emergency services):

- HRIL will seek recovery from the responsible party where possible

- Where this is not achievable, costs may be recharged to the tenant where appropriate

6.5 End of Tenancy Repairs (Voids)

At the end of a tenancy, tenants may be charged where the property is not returned to an acceptable standard, excluding fair wear and tear.

This may include:

- Removal of rubbish, belongings or debris
- Cleaning beyond a reasonable domestic standard
- Damage to fixtures, fittings, or surfaces
- Removal of unauthorised alterations
- Gardening or external maintenance

Assessment will be based on:

- Inspection records
- Inventory and check-in/check-out condition reports
- Photographic evidence

7 RECHARGE PROCESS

7.1 Assessment and Evidence

HRIL will:

- Inspect the issue
- Gather evidence (e.g. photographs, contractor reports)
- Determine responsibility based on tenancy obligations

7.2 Notification

Tenants will be advised in writing:

- As early as reasonably practicable
- Of the nature of the repair
- Why the charge applies
- The estimated or actual cost

Where the tenant remains in the property:

- They may be given an opportunity to complete the repair themselves, unless urgent

7.3 Cost Calculation

Charges will be based on:

- Actual costs incurred, or
- Estimated cost where work is not yet complete

HRIL will apply:

- The lower of estimated or actual cost where appropriate
- Reasonable contractor and associated costs

Minor variations between estimated and final cost may not be adjusted where proportionate.

7.4 Invoicing and Payment

HRIL will:

- Issue a clear invoice
- Provide a breakdown of costs on request

Tenants will be given:

- A reasonable period to make payment
- The option to discuss repayment arrangements where required

7.5 Debt Recovery

Where charges remain unpaid, HRIL may:

- Pursue recovery through appropriate legal channels
- Recover reasonable costs associated with debt recovery

8 DISCRETION AND VULNERABILITY

8.1 HRIL recognises that individual circumstances may vary.

8.2 In exceptional cases, charges may be reduced or waived where:

- There is clear evidence of vulnerability
- There are safeguarding or welfare concerns
- Recovery would be unreasonable or disproportionate

8.3 All such decisions will:

- Be made by an appropriate manager
- Be clearly documented with supporting rationale

9 APPEALS AND COMPLAINTS

9.1 If a tenant disagrees with a recharge decision, they may:

- **Stage 1 – Request Review:** Ask for the decision to be reviewed, providing any additional information or evidence.
- **Stage 2 – Complaints Procedure:** Submit a complaint through HRIL's formal Complaints Handling Procedure.

9.2 Customers also retain the right to seek redress through The First-tier Tribunal for Scotland (Housing and Property Chamber), where applicable

10 EQUALITIES

10.1 This policy will be implemented in accordance with the Albyn Group Equality & Human Rights Policy. An Equalities Impact Assessment of the implementation of this policy has been completed.

11 MONITORING

11.1 HRIL will monitor:

- The number and value of recharges issued
- Repayment performance
- Complaints relating to recharges

12 DATA PROTECTION

12.1 A Privacy Notice setting out how HRIL will process any personal information related to MMR is available on the HRIL website and is issued to all customers at point of contract. See: https://www.highlandresidential.co.uk/data-protection/