



RECHARGES POLICY

POLICY NO. 10

Date Reviewed:	November 2023
Date of Next Review:	November 2028
Regulatory Standards of Governance and Financial Management	Regulatory Standard 3 The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay. Guidance: 3.1

1. INTRODUCTION

- 1.1. This document clarifies Glen Housing Association's approach to dealing with Recharges. The policy will ensure that the application of recharges for the Association's tenants is fair and consistent and will give a clear understanding of the Association's approach to recharging any costs deemed to be their responsibility. This policy will contribute to the efficiency and effectiveness of maintaining our properties and ensure that expenditure is managed effectively.
- 1.2. References to this policy are made in Section 7 of our Repairs Policy, Section 5 of our Tenants Handbook and Section 5 of our Tenancy Agreement.

2. DEFINITION OF A RECHARGEABLE REPAIR

- 2.1. The definition of a rechargeable repair is:

'Repairs that are the result of wilful damage, neglect, misuse or abuse to the property and/or its fixtures and fittings internally or externally, by a tenant or a member of the tenant's household or invited visitor to the property and/or communal areas'.

- 2.2. The Association may also consider the following to be rechargeable:

- Damage, abuse, or misuse to the property by a third party/unknown person. In such circumstances where a tenant fails to report/is unwilling to report a crime to the Police, a recharge to the tenant will be considered. The tenant will also be advised to check their household insurance policy for a claim against that policy.
- Damage due to the actions of a contractor employed directly by the tenant.
- Removal of items left in a communal area.
- Clearing properties at any time during a tenancy or at the point the tenancy ends.
- Clearing gardens/communal areas/drying greens at any time during a tenancy or at the point the tenancy ends.
- Routine maintenance which is the responsibility of the tenant (changing light bulbs/starters, changing batteries in smoke/heat/carbon monoxide detectors, tripped electrics due to faulty appliance, lost keys, blocked toilets, etc)
- Grass cutting.
- Non-essential improvements e.g. addition of a breakfast bar or extra units during planned kitchen replacement.

- Misuse of the out of hours call service i.e., when the repair required is not an emergency or the tenant contacts the out of hours centre to leave a message for a member of staff.
- Court Costs incurred as a result of breach of tenancy conditions – for example as a result of incidents of anti- social behaviour, gaining access to properties to carry out gas servicing.

3. WHO CAN BE LIABLE FOR RECHARGES

There are three main categories of people who can be liable for recharges which can be sought for any work done by the Association under the following circumstances:

- Current tenants who have had to have work carried out by the Association due to misuse, neglect, accidental damage, or as a result of tenant alterations. Charges may also be sought for repeated missed appointments where the contractor has charged a call-out to the Association.
- Ex-tenants where, following termination of their tenancy, works have had to be carried out to bring the property up to the re-let standard. As above, those works will generally be the result of misuse, neglect, accidental damage, or as a result of tenant alterations.
- Other/Non-tenants – this refers to individuals who may be jointly responsible for the cost of works carried out by the Association, e.g. owners of properties adjoining Association properties.

4. EXEMPTIONS

4.1. In some circumstances, it may be possible to exempt certain tenants from the Recharges Policy. This may be as a result of a person's vulnerability, different needs or exceptional circumstances. Such exemptions will be made at the Association's own discretion.

4.2. Examples of different needs/vulnerability/exceptional circumstances are as follows:

- People with mental health issues and/or learning disabilities.
- People with physical and sensory impairment.
- Where exceptional circumstances have potentially made someone vulnerable.
- The family of a tenant who has passed away if there is no estate.
- When a customer goes into residential care and has no means to pay.

- Where a customer has been a victim of a serious crime and who has reported the crime to the police, obtained a crime reference number or valid supporting evidence from the police.
- The customer has been identified as vulnerable and damage caused is a result of their vulnerability.

5. DEALING WITH RECHARGEABLE REPAIRS

- 5.1.** Upon receipt of a request for a repair which may imply that the repair is required due to misuse, neglect or accidental damage by the tenant, the request will be forwarded to a Housing Officer for further investigation.
- 5.2.** If possible, prior to arranging a contractor's visit, a member of staff will visit the tenant and determine the cause of the repair and in most cases will reach an agreement that:
- The tenant is to make good the damage, where possible.
 - The Association will arrange for the repair and recharge the tenant where deemed appropriate, giving them the opportunity to pay the recharge invoice in stages.
 - The works are not rechargeable.
- 5.3.** In emergencies where there is a detrimental effect on the property or a risk to Health & Safety, the Association will reserve the right to arrange for the works to be carried out immediately and charged to the third party or recharged to the tenant.
- 5.4.** At the time of reporting, it is not always possible to determine whether or not the repair is rechargeable. This is particularly true in cases where the damage has been caused by neglect or wilfully by the tenant. In such cases, the tenant will be advised that the repair may be rechargeable and asked whether they wish to proceed with the call-out (except in emergencies as above).

In some cases, particularly where a tenant has carried out alterations, it may not be evident that the repair is rechargeable until during the contractor's call-out.

Where there is any doubt as to whether the repair will be rechargeable, the contractor will be asked to confirm whether it is their opinion that the damage has been caused by neglect or wilfully by the tenant. This information will then be relayed to the tenant.

- 5.5. Rechargeable works of an excessive amount, where the Association's Insurers have accepted a claim, will result in the recharge invoice to the tenant being restricted to the excess charge of our Policy plus an admin fee of 5%.
- 5.6. Damage caused by others unknown, e.g., random acts of vandalism, will result in no recharge to the tenant and the Association will pay for the repair. Excessive damage may result in an Insurance Claim. This principle will be applied as long as a report has been made to the Police and the tenant has a crime reference number.
- 5.7. Tenants will be held responsible for any damage caused by any visitors to the household who are there with the approval of the tenant.

6. END OF TENANCY

- 6.1. On receipt of a tenant's Notice of Termination, a Pre-Termination Inspection will be undertaken by a Housing Officer. Any likely rechargeable repair work should be pointed out to the tenant during this inspection and inserted on the Pre-Termination Inspection Sheet, a copy of which is signed by, and left with, the tenant.

A letter confirming the rechargeable repair situation may also be sent to the tenant if this is felt to be necessary.

- 6.2. Should the tenant not have undertaken the work identified, or further rechargeable work is noted following termination, the Association will arrange for work to be carried out and the outgoing tenant will be recharged for the costs involved.
- 6.3. In the event of a mutual exchange, the outgoing tenants may be asked to carry out or pay for any rechargeable work, prior to the exchange being approved, or the incoming tenant may be asked to accept responsibility for any alterations or rechargeable work.

7. DEBT MANAGEMENT AND WRITE OFF RULES

- 7.1. Customers who have the means to clear the debt in one payment will be encouraged to do so. For those tenants who cannot afford to pay off the debt in one payment, the suggested repayment terms are as follows:
 - A debt of less than £50 should be paid off in full within 3 months.
 - A debt between £50 and £100 should be paid off in full within 6 months.
 - A debt between £100 and £500 should be paid within 1 year.
 - A debt in excess of £500 should be repaid within 1 year.

The Association will however, use its own discretion on payment terms and customers will be encouraged to clear debts, subject to their finances in the shortest possible timescale.

- 7.2.** For recharges over £500, for non-essential works, a deposit to the value of half the amount to be recharged will be taken from the tenant prior to any work taking place. In exceptional circumstances this deposit may be waived, at the Association's own discretion.
- 7.3.** In the event that a tenant is persistently refusing to engage with a member of staff to reach a mutual agreement regarding the management of a debt, the tenant will be advised by our solicitor that a small claims court application for the recovery of the debt will be made.
- 7.4.** There may be occasions when the Association will use its discretion to consider writing off a rechargeable repair. Examples where write offs on rechargeable repairs may be considered are:
 - Tenant moves into a residential care home.
 - A tenant terminates the tenancy with no forwarding address and the debt is uneconomical to pursue.
 - A tenant terminates the tenancy with no forwarding address and cannot be traced.
 - Tenant is deceased.
 - Tenant has been identified as being vulnerable, or where legal action could cause undue distress due to vulnerability/medical condition.
 - Where the tenant/former tenant is suffering from a terminal/acute illness.
 - The tenant has disputed the recharge and there is insufficient evidence to support the continued pursuit of the debt.

8. APPEALS PROCEDURE

Where a recharge decision is disputed a written appeal should be made to the Housing Manager within 28 days of receiving the decision.

The Housing Manager will review the recharge decision and if it is upheld, written reasons will be given. If there has been a procedural failure or factual error that justifies reversing the recharge decision, the appeal will be upheld.

If, following an appeal the tenant is still dissatisfied, recourse can be sought through the Association's Complaints Handling Procedure.

9. ADMINISTRATION COSTS

- 9.1. Administration of rechargeable invoices will be made in accordance with the Rechargeable Repairs Procedure.
- 9.2. Any recharge will reflect the actual cost to the Association of having any particular service or work carried out. An administration charge of 5% will be added to any invoice where the recharges are in excess of £500 to cover the Association's own administration costs.

10. REPORTING AND MONITORING OF RECHARGES

- 10.1. To allow monitoring of monies due, a recharges balance will feature as an independent item on the monthly Management Accounts Balance Sheet.
- 10.2. A report will be submitted on a quarterly basis to the Board of Management, which will include any recommendations for writing-off specific balances in accordance with the Recharges Write-Off procedure.

11. EQUAL OPPORTUNITIES

Glen Housing Association is committed to promoting fair and equal treatment for all and is opposed to any form of unlawful discrimination. We operate an Equality & Diversity Policy which informs all aspects of our business and ensures we adhere to the Equality Act 2010.

In line with our commitment and upon request, the Association can make this Policy available, free of charge, in a variety of alternative formats including large print, audio, Braille and community languages.

12. REVIEW

This Policy will be reviewed on a five yearly basis, unless there is a requirement to review earlier in response to new legislation/policy guidance. Reviews will consider changes to legislation, regulations, performance standards and good practice.