

Version

1



Housing Management

Recharges

Scope:	This policy applies to AMS/Mears, Circle 33 Housing Trust, EPIC Trust, Mercian Housing Association, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing, Wherry Housing Association
Effective Date:	September 2009
Review Date:	September 2010
Signed Off :	Group Policy Forum, 24 th September 2009
Author:	Amy Carter, Policy Officer
Policy Owned by:	Group Policy Team
KLOE:	Access and Customer Care Stock Investment and Asset Management
QAF (Supported Housing):	N/A
Statute:	Landlord and Tenant Act 1985 Housing Acts 1985 Housing Act 1988
Regulatory Code:	3.4

Recharges

1 Scope

- 1.1 This policy applies to: AMS/Mears, Circle 33 Housing Trust, Commercial and Leasehold, EPIC Trust, Mercian Housing Association, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing and Wherry Housing Association.

2 Policy

- 2.1 Circle Anglia works to improve people's life chances through providing great homes and reliable services to residents, and through helping build sustainable communities where people want to live and work.
- 2.2 Where Circle Anglia incurs an unreasonable cost because of the actions of our residents or service users or a cost arises that we are not liable for, we will attempt to recover that cost from the person who has caused it, this is known as a recharge.
- 2.3 In order to operate effectively as a housing and service provider; and to ensure excellent value for money we will:
- ensure that residents and service users are fully aware of their responsibilities,
 - minimise expenditure in managing our services and maintaining our properties and estates, and
 - maximise income recovery from rechargeable situations.

3 Rechargeable situations

Responsibilities

- 3.1 The tenancy agreement defines a tenant's responsibilities and the obligations of the landlord. These are also addressed in the tenants' handbook.
- 3.2 The terms of the lease defines the leaseholders' responsibilities. Usually, the freeholder will not be responsible for repairs to the leaseholders' properties.
- 3.3 Where rechargeable situations are a result of criminal damage, we require a crime reference number. The housing provider will then carry out the required work without charging the resident or service user for these.

The following list sets out situations in which we will seek to recover any unreasonable costs we have incurred owing to the actions of our residents and service users; this list is not exhaustive:

Rechargeable repair works

- 3.4 Where works are required owing to a resident, their family or their friends deliberately or accidentally damaging any fixtures or fittings in their home or

any communal fixtures or fittings which are the responsibility of the resident to replace or repair if damaged.

- 3.5 Repairs that are the responsibility of the resident which we are carrying out on behalf of the resident, subject to the resident paying for these works. The costs must be made clear prior to the works being carried out.
- 3.6 Unauthorised alterations where we are unable to grant retrospective consent. Any works that are required to bring a property back up to an acceptable standard as determined by the housing provider, to ensure safety of residents and the property.
- 3.7 Vandalism to our properties – where damage has occurred and where the individual has admitted the damage or responsibility has been established by a Court. We must make every effort to establish who is responsible for any damage or Anti-social Behaviour (ASB).
- 3.8 Recharge for the replacement of lost or broken door entry keys.

End of tenancy

- 3.9 Removal and storage of goods following the end of a tenancy – the property should be left in a clean, tidy and empty condition. If goods are left in the property, we are legally obligated to store the goods for a reasonable period, usually 14 days.
- 3.10 Any outstanding actions which the resident is responsible for and has not carried out before leaving the property, including clearance of property and gardens at the end of a tenancy and cleaning.
- 3.11 Recharge costs may be recovered by keeping some of the deposit paid by the tenant, this is often the case for market rent properties.

Estate Management

- 3.12 Clearance of large items or removal of other waste which has been dumped or fly tipped on our land or property.
- 3.13 Where a vehicle has been abandoned on land that we own, we may incur costs when requesting the ownership details from the DVLA and arranging for the vehicle to be removed.
- 3.14 Any costs associated with Anti-social Behaviour (ASB) where the perpetrator is known.

Services for leaseholders

- 3.15 Works to leasehold properties that have not been carried out by lease owner. Leases state that the full repairing liability lies with the leaseholder. If these works are not done, we have the right to carry out the works and recharge the cost.
- 3.16 Gas servicing and cyclical maintenance works to leasehold and shared ownership properties, where these services are offered to leaseholders.

Court Costs

- 3.17 Where we incur costs when applying to the court or undertaking court proceedings, we will recharge the resident for these costs. Where costs are included in a court order or money judgement, we will not arrange a separate recharge.

Missed appointments

- 3.18 Where a resident misses two appointments without good reason, we reserve the right to re-charge £10 for each further appointment missed. We will send a warning letter after the two missed appointments confirming our intention to recharge £10 for any further missed appointment.

4 Deciding if a service is rechargeable

- 4.1 Circle Anglia's approach to recharges is to seek to recover our costs wherever we are entitled to do so. However, it may not always be appropriate or viable for us to undertake recharging. We may waive the charges in situations where:
- the person is considered vulnerable
 - the likelihood of recovering the debt is small
 - damage is discovered following the end of a tenancy and it is considered insensitive or inappropriate to pursue the former resident or their next of kin for the charges. This may include where residents have been moved into hospital or residential care; or they have died.
 - damage was caused by accident, for example, because of a medical condition or a fall
 - damage is criminal, caused either by an unknown person or in situations of domestic abuse.
- 4.2 Where one of these factors is suspected or confirmed, the team manager will assess the situation, with input from the relevant neighbourhood, support and income teams, and decide whether the charges should be waived.

5 Repairs

- 5.1 We reserve the right to charge residents for works required to the property or to communal areas due to abuse, neglect or damage caused or allowed to be caused by themselves, other household and family members, or visitors to the property.
- 5.2 When a customer reports a repair we will inform them whether the housing provider or the resident is responsible for that repair.
- 5.3 Where the resident is responsible, they will be given the opportunity to undertake necessary repairs to their property to an agreed standard by an agreed date. Where the work is not done or not completed to the agreed standard we reserve the right to charge residents for any subsequent work required.

- 5.4 Where damage is sustained in a communal area, we will carry out the remedial works and recharge the perpetrator, if known, for this.
- 5.5 We will only undertake repairs which are not our responsibility in a limited number of circumstances, which include:
- emergency situations, health and safety is our prime concern; we will establish responsibility and arrange any appropriate recharges afterwards
 - where the damage is posing a health and safety risk to residents or members of the public
 - repairs which are the resident's responsibility, when the resident has permanently left the property or has refused to do the work
 - situations where the repair is necessary to avoid further damage to the property or any other properties
 - where there is a discretionary factor such as vulnerability.
- 5.6 Where we undertake repairs which are not our responsibility we will provide the person liable with full details of the estimated cost of us undertaking the repair works and ensure that a recharge form is signed in advance. Where possible, we will request that the works are paid for in advance. The costs include:
- the cost of the repair work, based on the local schedule of rates or appropriate amount in accordance with 'open-book' contracts
 - the standard call-out rate for a contractor (where applicable)
 - VAT on the cost of the repair
 - an administration charge, which will be calculated as 10% of the cost of the repair, up to a limit of £50.
- 5.7 Where an estimated cost was provided in advance of the work being carried out, the full cost must be confirmed after the works have been completed.

Before letting and at void inspection

- 5.8 When an officer undertakes a void inspection or an inspection before letting the property; it is useful to take dated photographs of any necessary repairs. This will assist if repair responsibilities and recharges are later disputed.

6 Recharge principles

- 6.1 We will raise a rechargeable bill even when we have no forwarding address. For example when a property has been abandoned, or a resident is evicted.
- 6.2 We will raise the invoice on completion to set out the final cost.
- 6.3 Court action will only be pursued when the outstanding amount is over £75.00, as it is not economical to pursue a lesser amount. Any costs associated with applying to court will be recharged.

- 6.4 If there are multiple debts owed by the resident, then the payment of rent or lease arrears will remain the priority debt, in accordance with the Resident Debt policy.
- 6.5 Where the resident or service user has known vulnerabilities, we may provide an enhanced service without charging for this.

7 Complaints

- 7.1 A person who is dissatisfied with the application of this policy and procedure may raise the matter as a complaint, in accordance with the group [complaints](#) policy.

8 Monitoring

- 8.1 The number of recharge-possible situations in which charges were waived, by reason.
- 8.2 The amount of revenue recovered as a result of recharging for services, such as repairs, which are not the housing provider's responsibility.
- 8.3 The resource and cost implications of attempting to recover recharges.
- 8.4 The costs of all repairs carried out where recharges could not be recovered.

9 Equality and Diversity

- 9.1 It is essential to recognise that customers of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly.
- 9.2 All customers will have access to this document upon request or from our website www.circleanglia.org/customers
- 9.3 This document and accompanying leaflet can be translated or provided in alternative formats (e.g. Braille, large print, audio) upon request.
- 9.4 Equality and Diversity training is mandatory for all staff.

10 Publicising the Policy

- 10.1 Circle Anglia publicises its policies and procedures on Recharges to residents and staff in a number of ways:
- Resident Handbook, leaflets and newsletters
 - Resident Website
 - CIRANO, Policy Briefings and Training

Appendix 1

Assessing responsibility for the repair

Circle Anglia's responsibilities

Repairs which are the housing provider's responsibility usually include:

- heating and hot water;
- electrical wiring, sockets and light fittings;
- plumbing;
- roofs, outside walls, windows and doors;
- drains and gutters;
- inside walls, floors, ceilings and doors;
- kitchen units; and
- baths, basins and toilets.

Resident's responsibilities

Repairs which are a resident's responsibility will be determined by the individual tenancy agreement. However, they usually include:

- damage caused by the resident, a family member or a visitor to the property whether accidentally or intentionally
- decorations inside and replacing light bulbs;
- door handles and latches inside;
- replacing keys and locks if they have lost their key or it has broken in the lock;
- clearing blockages to sinks and basins if they have caused the blockage; and
- TV aerials (unless it is a shared aerial we have provided), phone lines, satellite and cable TV, and broadband.

Window breakage will be assessed on a case by case basis to decide if it is the resident or service users' responsibility. Where the breakage is a result of vandalism or crime, the resident must provide a crime reference number.

Leaseholders are usually responsible for all repairs. Please check the terms and conditions of the lease and the arrangements for that building or estate, including any known defects, before deciding who is responsible for the repair.

For more information about repairs and associated responsibilities, please see the [Repairs](#) policy.

Glossary

Term	Definition
GPF	Group Policy Forum
Recharge	The process of charging a customer for a service provided, often this is a retrospective charge after an extra or enhanced service has been provided to a customer.
SMPRG	Senior Managers Policy Review Group

Related Documents

Document	Link
Connected Policies:	Complaints Estate Management Repairs Resident Debt
Forms and Letters:	Recharge Consent form
Leaflets:	Day to day repairs service standards
Other:	

Version history

Version no.	1	Date effective:	September 2009
Full / partial review?	n/a New group policy.		
Brief summary of changes:	n/a		
Staff consultation (teams):	Finance, Repairs and Maintenance teams, Heads of Continuous Improvement		
Resident and service user consultation:	<p>Circle 33 Policy Review meeting 25th August 2009 EPIC Eastern Policy Forum 30th July and 12th August EPIC London Policy Forum 29th July and 18th August 2009 Mole Valley Policy Review meeting 4th September 2009 Russet residents by email Wherry Policy Review Day 10th August 2009 Changes following consultation included:</p> <ul style="list-style-type: none"> ▪ Emphasis on considering age, disability and other vulnerabilities before recharging (all groups) 4&14 ▪ Considering reasons for missed appts before recharging (EPIC & MV) 3.18 ▪ We should recharge in cases of costs associated with ASB (EPIC London) 3.15 ▪ Offering our contractors to undertake work on behalf of residents and recharging them for it (all groups) 3.6 ▪ Making every effort to establish who is responsible for damage (Wherry) 3.9 		
Other consultation:	HMRC regarding bad debt		
Signed off by:	GPF, 24 th September 2009		
Author:	Amy Carter, Policy Officer		

Version no.	2	Date effective:	
Full / partial review?			
Brief summary of changes:			
Staff consultation (teams):			
Resident consultation:			
Other consultation:			
Signed off by:			
Author:			