



RECHARGE POLICY (Legacy Rosebery)

Scope

This policy applies to the delivery of services where the legacy Rosebery part of Town and Country Housing provides the service.

1. Introduction

- 1.1 We have a Recharge Policy to provide clear guidance to residents on when repairs may be recharged which includes not only damage, but alterations made by residents without permission, void clearances, repairs, unnecessary out of hours visits and the removal of goods from communal areas which are causing a fire risk. This recharge policy applies to garages as well as to residential accommodation.
- 1.2 The responsibilities of landlord and tenant are set out in our tenancies and leasehold agreements. These specifically cover repairing obligations. We will carry out repairs that are our statutory or contractual responsibility. The cost of any repairs above this may be recharged to the resident.
- 1.3 We will only carry out rechargeable works to a tenanted property in exceptional circumstances, for example health and safety reasons or an instruction from the housing management team.
- 1.4 Removal of items from communal areas (including gardens) will be charged based on the cost of removal, plus the cost of the officer's time, and any storage charges incurred. The storage of anything in a communal area is not tolerated (including gardens and balconies) and we will not accept any appeals with regard to the removal of the items or the costs incurred due to Health and Safety.
- 1.5 Removal of items from an individual garden will be charged, where the items are causing damage to the property or garden area, including fencing or a health & safety issue (e.g. rats, mice or other pest control matters).
- 1.6 Any items stored in locations that could restrict access or exit in the event of an incident, along with items that are stored in electrical/gas cupboards or dry risers, will be removed immediately and the cost recharged without warning. Any items (other than prams or buggies) stored in locations that are specifically used as a pram shed will be removed and recharged.
- 1.7 Information will be given wherever possible to provide residents with a breakdown of costs ahead of work being carried out allowing them to consider lower cost options or to take steps to avoid the need for a recharge to be applied.

2. The Legal Aspect

- 2.1 Our residents are required to put right any damage caused by themselves, their families or visitors to their home. This is stated in their tenancy agreement. If we are required to carry out any work urgently for health and safety reasons, we are entitled to make every effort to recover the total cost from the resident.
- 2.2 There are a number of remedies available to us in recovering the monies due and we may pursue any of these:

- Possession action
- Small Claims Court
- Trace and recovery agents for former tenants
- Refusal to carry out any non-essential work to the property, including replacement kitchens and bathrooms, until the debt is repaid
- Refusal of transfers or mutual exchanges until the debt has been cleared in full
- Refusal to accept nominations where there is an outstanding debt

2.3 We will also seek to recover any costs incurred in the recovery of sundry debts

3. Diversity

- 3.1 We recognise that individuals with a disability may wish to make adjustments to their home in order to make it more suitable for them to live in. This policy does not seek to take away that opportunity and we will support residents in this where possible, in accordance with the Town and Country Housing (Legacy Rosebery) Aids and Adaptations Policy and Single Equality Policy.
- 3.2 This policy applies where works have been carried out which have caused damage to the property, or where unauthorised adaptations need to be removed in order to return the property to the Lettable Standard.
- 3.3 Works can be identified at pre-void meetings. A copy of the Void Lettable standard is left at the property providing details of potential recharges should they not return the property to the Lettable Standard prior to vacating the property.

4. Service Criteria

4.1 We will carry out rechargeable work in the following circumstances:

- Where the repair is the resident's responsibility, but it has been categorised as health and safety works.
- Where the resident has misused or neglected the property which has resulted in an infestation of vermin or pests or other health hazards.
- Where the resident has damaged the property before they leave.
- Where the resident has carried out unauthorised works that have to be removed or have caused damage to the property.
- Where the resident has agreed in advance that they are willing to contribute to the cost of carrying out Aids and Adaptations work in their home.

4.2 Residents may from time to time request us to carry out works on their behalf, for example providing locksmith services. Such work will not be undertaken unless the resident is vulnerable. It is not possible to outline every situation where a resident could be considered vulnerable, nor will one of the following conditions mean that they need support. The following vulnerability categories are meant to assist rather than replace staff judgment;

- Those with substance misuse problems e.g. alcohol or drugs
- Ex-offenders
- Those at risk of domestic abuse
- People with learning difficulties
- Those with serious long term or terminal illness
- Young people at risk; including those leaving care as well as teenage parents

- Those people with a mental, physical or sensory disability who are in receipt of a state benefit, or are entitled to such a benefit as a result of their disability
 - Others with a disability which impacts on the performance of normal daily living tasks
- 4.3 Requests in these circumstances will need to be approved by the Head of Housing and Customer Experience or Director of Development and New Business. Payment will be requested in advance where possible.
- 4.4 Where works have been identified as rechargeable, payment will normally be sought in advance. Where this is not possible due to the resident's circumstances or there is insufficient time for the money to be paid before the work is carried out, an invoice will be raised and a sundry debtor account will be set up.
- 4.5 If it has been agreed that the resident can settle the outstanding charges by instalments, we will seek to recover the debt as quickly as possible, whilst taking the resident's individual circumstances into account.
- 4.6 Where there is a vulnerable resident who is a victim of anti-social behaviour and requires additional security works, we will carry out the work without penalising the victim in terms of cost provided that the work was part of a victim support package. The Neighbourhood Team have an ASB budget to fund this kind of work where necessary.
- 4.7 For victims of domestic abuse, there is funding available through the local Sanctuary Scheme for measures to enable them to remain safely in their home. We will also undertake necessary work for the victims of Domestic Abuse as directed by MARAC and domestic abuse outreach services.

5. Irrecoverable recharges

- 5.1 There will be occasions where even if the work is rechargeable the costs themselves will be irrecoverable. For example, where the resident has died and there is no money in the estate, or where the tenancy has ended and the tenant cannot be traced. In such cases discretion and a common sense approach will be exercised as to what is recoverable.

6. Our Service

We will:

- Provide the best estimate of the total cost to the resident prior to any works commencing (except in the case of emergency works or void properties).
- Use properly qualified and competent Tradespersons to carry out the work.
- Our Asset Management Team will be responsible for providing costs and/or identifying the level of work to be recharged.
- Any decision to recover recharges will be authorised by the Neighbourhood and Income Team Managers before notification of the recharge and request for payment is sent to a resident. Their decision will take account of the circumstances to the recharge and the resident.
- The recovery of the amount will be carried out by the Income Team in accordance with the Income Management Procedure.

If attempts to recover recharges have been unsuccessful, we will consider all available remedies, commensurate with the level of debt and likelihood of recovery. Any costs

incurred associated with the recovery of these debts will be recharged. This includes administration costs, interest charges, legal fees, debt collection service fees and VAT.

If a debt cannot be recovered or is uneconomical to pursue, it will be written off in line with the Bad Debt Write Off Procedures and authorised in line with financial regulations.

7. Use of rechargeable repairs Information

- 7.1 We will review rechargeable repairs data to identify residents who persistently damage their property or have other tenancy breaches. This is to ensure that these residents are identified at an early stage. This will enable us to provide appropriate support and/or take the necessary action to prevent further damage being caused.

8. Appeals process

- 8.1 Current and former tenants have the right to appeal recharges (except if it is regarding removal of items in communal areas). The appeal will be considered by any Manager or Team Leader who was not involved in the initial decision to apply the recharge.
- 8.2 If a customer wishes to challenge rechargeable repair deductions from any credit they have on the account, they will be required to put this in writing and will be reviewed by a manager not associated with the decision to apply the charge. Their decision will be final on the matter and a formal written response to the appeal will be provided within 28 days.