

POLICY: Recharge Policy

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Next Review: April 2022

Responsible Board/Committee: Board

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1.0 POLICY STATEMENT

The Buckinghamshire Housing Association Limited (Bucks Housing) is committed to maintaining our homes and providing services that represent value for money. As such, we have a duty to ensure that our maintenance expenditure is targeted at legitimate repairs.

The Recharge Policy will contribute towards the efficient and effective management and maintenance of our housing stock. The policy will ensure that there is a consistent and transparent approach to recharges, so ensuring the fair treatment of all our tenants.

2.0 KEY POLICY PRINCIPLES

2.1 We will recharge tenants in the following circumstances:

- if we carry out a repair which is the tenant's responsibility, as defined in the tenancy agreement and our Responsive Repairs Policy
- if damage is caused by the tenant, another household member or a visitor (whether deliberate, accidental or through negligence)
- where the tenant reports a repair as an emergency, which subsequently turns out not to be a genuine emergency as defined in our Responsive Repairs Policy
- where an outgoing tenant has not left the property in the condition expected by the Association. This includes failing to clear the property and/or garden of possessions or rubbish
- if a tenant has not kept an agreed appointment with one of the Association's contractors, who subsequently makes a charge for the abortive call
- if we are required to rectify work or repairs the tenant has carried out, which are not to the required standard or where our prior permission has not been sought
- where we incur costs in gaining access to our property, for example, to undertake important safety checks. [We have clear procedures to follow in the situation where a tenant repeatedly fails to permit access.]

2.2 We will:

- notify the tenant as soon as we become aware there may be a recharge, even if we do not know the amount of the recharge at the time of notification
- levy an administration charge of £20.00 plus VAT in addition to the cost of the rechargeable work
- consider passing the debt to a debt collection agency, in the case of former tenants, where we have been unable to collect the recharge debt or to locate the tenant
- ensure that all tenants are made aware of their responsibilities when they sign a tenancy agreement
- encourage tenants to have contents insurance to cover accidental damage to their personal possessions
- provide appropriate training to ensure relevant staff have up-to-date knowledge of our policy, relevant legislation and best practice
- seek to raise awareness amongst tenants of the circumstances in which we will make a recharge (e.g. via the website and newsletter articles)
- allow any tenant, who wishes to challenge a recharge, or who is dissatisfied with our handling of the case, to make a complaint in accordance with our Complaints Policy and Procedure. A tenant who wishes to challenge a recharge may do so within 28 days of receiving the initial invoice. The challenge will be considered by a member of the Leadership Team who has not been involved in making the original decision
- consider each case on its merits, including consideration of any vulnerability issues (see section 7 below).

3.0 REFERENCE DOCUMENTS

3.1 This policy should be read in conjunction with the following Bucks Housing policies and procedures:

- Value for Money Strategy
- Equality, Diversity & Inclusion Policy
- Health and Safety Policy
- Responsive Repairs Policy and Procedure
- Recharge Procedure (to follow)
- Anti-Social Behaviour Policy
- CCTV Statement
- Untidy Garden Procedure (to follow)
- Hoarding Procedure (to follow)
- Eviction Procedure (to follow)
- Complaints Policy and Procedure

4.0 SCOPE

4.1 This policy applies to both current and former tenants. It applies to all properties owned and managed by Bucks Housing, including their associated communal areas.

The policy does not apply to leasehold properties (including shared ownership properties) where the leaseholder is normally responsible for all repairs (except repairs to the structure).

5.0 LEGAL & REGULATORY FRAMEWORK

The rights and obligations of our customers are set out in the following:

5.1 Tenancy Agreement, Lease Agreement, Garage Agreement

The individual agreement will specify the responsibility of both Bucks Housing and the customer for repairs to the property.

5.2 Housing Act 1985

The Act introduced the secure tenancy regime for social housing tenants and defined how secure tenancies can be let, managed and terminated (including prescribed forms and grounds for possession)

5.3 Housing Act 1988

The Act introduced the assured (including the assured shorthold) tenancy regime and defined how assured tenancies can be let, managed and terminated (including prescribed forms and grounds for possession).

5.4 The Equality Act 2010

The Act prohibits discrimination, harassment or victimisation based on the protected characteristics: Age; Disability; Gender reassignment; Marriage and civil partnership; Pregnancy and maternity; Race; Religion or belief; Sex; Sexual orientation.

5.5 Anti-social Behaviour, Crime and Policing Act 2014

The Act introduced new grounds for possession for secure and assured tenancies, including mandatory ASB grounds for possession.

6.0 RESPONSIBILITIES

6.1 The Director of Operations has overall responsibility for the implementation of this policy, including ensuring that adequate staff resources are made available to implement the policy and for arranging appropriate training to ensure that all staff can fulfil their roles and responsibilities.

6.2 The Asset Management and Maintenance Manager is responsible for determining whether a recharge is appropriate, taking into consideration tenant's individual circumstances and the details surrounding the case.

- 6.3 The Maintenance Team will be responsible for collating the evidence required for each recharge, e.g. photographs, reports, invoices from contractors and correspondence with customers.
- 6.4 The Finance Team will arrange for the tenant to be invoiced with the expectation that the invoice will be paid within 28 days, unless a repayment agreement has been made.
- The Director of Finance & Resources will decide in cases of non-payment whether to:
- pursue the debt through the courts.
 - pass the debt to a debt collection agency (former tenants only)
 - write off the debt.

7.0 EQUALITY, DIVERSITY, INCLUSION & VULNERABILITY IMPLICATIONS

- 7.1 Bucks Housing is committed to dealing with all customers in a fair and equitable manner.
- 7.2 With regard to recharges, we will consider every case on its merits. Circumstances where we may decide to waive the recharge include, but are not limited to:
- where there has been criminal damage to our property, evidenced by a police incident report, but the damage was caused by persons unknown or in a situation of domestic abuse or harassment
 - where damage is found following the end of a tenancy and it is considered inappropriate to pursue the former tenant or their next of kin for the charges. Examples include where residents have been moved into hospital or residential care. Where a resident has died, we may seek to recover any costs from the deceased's estate.
 - instances where the customer has significant vulnerability issues, such as a lack of mental capacity.

8.0 MONITORING & REPORTING

- 8.1 Activities covered by this policy are subject to periodic audit review, both external and internal.
- 8.2 We will report to Board annually on the number and financial value of recharges raised and the level of debt owed to Bucks Housing.

9.0 POLICY REVIEW

- 9.1 This policy will be reviewed every three years, unless there are significant changes in legislation, regulation, or central or local government guidance.