



## Recharge Policy

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## 1.0 Introduction

- 1.1 We are committed to providing a customer focussed, value for money repairs and maintenance service that ensures the safety, comfort and security of our tenants and protects the value of our homes.
- 1.2 Integral to this approach, is the need to ensure that tenants are recharged for works for which they are responsible or works resulting from their negligent behaviour or deliberate acts. This will help to ensure that all homes are maintained to the 'Livin standard,' and that maintenance costs incurred are controlled.
- 1.3 We have a duty to ensure that sufficient budget is available for legitimate repairs. The consistent application of this policy will assist in the delivering of fair treatment to all of our tenants.

## 2.0 Purpose

- 2.1 The purpose of this policy is to ensure that works resulting from negligent behaviour or deliberate acts are identified, assessed on an individual basis, and recharged where appropriate.
- 2.2 We recognise that it is important to collect rechargeable expenses to encourage tenant accountability and to protect revenue sources for maintaining our properties in accordance with our strategic objectives.
- 2.3 This policy will assist in ensuring that tenancy agreements and compliance/legal requirements are adhered to.
- 2.4 We will ensure that this overall policy:
  - o Is fair, equitable and easily accessible
  - o Is well publicised
  - o Is simple to understand
  - o Clearly states our approach to delivering the repairs service
  - o Reflects best practice
  - o Meets regulatory framework set out by the Regulator of Social Housing (RoSH)

## 3.0 Principles

3.1 It is a requirement of the tenancy agreement that tenants keep their property in reasonable condition and that when they end their tenancy, they leave their property clean and tidy and free from damage. This policy applies to all tenancy types including leasehold, commercial and holders of garage licences.

The principles of this policy are to: -

- o Define what will be deemed as rechargeable.
- o Ensure adequate mechanisms are in place to identify recharges.
- o Ensure that recharges are processed in a transparent and timely manner.
- o Ensure fairness and consistency when calculating recharges.
- o Ensure that we recover the cost of rechargeable items from current and former tenants to protect the available resource for maintaining critical services.
- o Identify what action we will take when pursuing recharges.
- o Allow, in situations where there is unambiguous evidence of financial hardship, that flexible payment options are considered.
- o Ensure that mechanisms are in place to respond to tenants' requests for reviewing the appropriateness of recharging where there are extenuating circumstances.
- o Ensure that existing and new tenants are aware of their responsibilities.

## 4.0 Definitions

4.1 The key terms used in this policy are defined below.

<b>Rechargeable</b>	A repair, works or additional cost resulting from the action or inaction either wilful or accidental of a tenant or leaseholder or persons they have responsibility for such as visitors or relatives.
<b>Rechargeable Repair</b>	Where a repair is identified which is not due to a defect and which is beyond the expected normal wear and tear for a fixture and/or fitting under normal domestic use e.g. caused by damage or neglect.

<b>Rechargeable Work</b>	<p>Where it is necessary for Livin to carry out work on behalf of a tenant which is the tenant's responsibility under the tenancy agreement e.g. undertake garden clearance work where a tenant has failed to maintain their garden or clearing belongings a tenant has left in a property.</p>
<b>Rechargeable Costs</b>	<p>Where Livin incurs unfair costs associated with a tenant's failure to comply with their requirements e.g. failing to provide ease of access for compliance works (Gas Safety checks etc.) or for example where a tenant has missed a third appointment without a valid reason. This is not applicable to all day appointment slots.</p>

## 5.0 Scope

- 5.1 The policy applies to all Livin tenants, all Property and Land owned by Livin regardless of tenure type or use.
- 5.2 Rechargeable items include but are not limited to:
- o Deliberate damage e.g. vandalism.
  - o Accidental damage e.g. flood/fire.
  - o Items left by the tenant which require removal at the end of the tenancy including sheds and outbuildings.
  - o Costs of cleaning or decorating incurred when a property is returned by a tenant at the end of a tenancy with excessive nicotine staining, infestations or with surfaces and/or decoration left in excessively dirty, unsanitary and/or neglected condition.
  - o Neglect including delays in reporting a repair.
  - o Not enabling timely access to undertake works and as a result there are additional costs incurred.
  - o Unauthorised or poorly executed alterations or alterations not adhering to the conditions of approval.
  - o Removal of refuse or waste from communal areas and land.
  - o Unblocking toilets and drains where the blockage is attributable to the disposal of inappropriate items such as cooking fat and wet wipes.

- o Replacement of equipment under guarantee which has been damaged by the tenant or their household/visitor.
- o Repairs resulting from negligence or accidental damage from a third party.
- o Reinstating gardens to a satisfactory condition, including hedges, shrubs and boundary fences, including tree maintenance in tenants' gardens.
- o Disposing of rubbish and waste as a result of hoarding e.g. skip hire.
- o Contractor costs associated with carrying out rechargeable repairs.
- o Removal of items placed on Livin land without our consent e.g. motor vehicles.

## 6.0 Contribution to Plan A

6.1 The policy contributes to Objective 20: Maintain homes to a standard which exceeds the needs and expectations of our tenants. The policy ensures homes are maintained at the required standard regardless of the cause of the building defect.

## 7.0 Legislative and regulatory framework

7.1 The consumer standards require us to provide homes that are safe and of good standard. This policy supports the repairs policy in that it enables us to carry out works that are required beyond issues arising from normal fair wear and tear.

## 8.0 Policy statements

- 8.1 We will ensure that mechanisms are in place to identify tenant recharges, to notify tenants that the cost of the work will be recharged to them and what the approximate cost will be at the earliest opportunity.
- 8.2 We will seek to obtain the tenant's agreement prior to any work being carried out where practicable
- 8.3 When agreement cannot be reached with a tenant, all repairs that constitute a risk to health and safety, or the security of the property, or to alleviate the risk of further damage occurring, will be carried out by Livin and the costs recovered from the tenant.

- 8.4 For work which is to be arranged in advance, we will request payment of the recharge (or an initial agreed instalment) prior to carrying out rechargeable work.
- 8.5 Tenants will be given the opportunity to carry out or arrange the recharge works themselves except where:
- Failure to carry out an immediate repair would result in further damage occurring to a Livin or privately owned property.
  - When, in the opinion of Livin, the damage is detrimental to the appearance of an estate, for example, a boarded-up window.
  - When the safety and security of the tenant and neighbours could be compromised.
- 8.6 We will normally pursue a recharge if the termination of a sole tenancy is due to the tenant being deceased, when there is sufficient equity within the deceased estate to enable recharge costs to be collected.

### **Property Transfers**

- 8.7 As part of this policy and the Tenancy Policy, properties will be inspected by Livin before a transfer can take place.
- 8.8 When rechargeable damage or rechargeable work is identified, tenants will be notified and given the opportunity to carry out the works themselves within a specified timescale.
- 8.9 When a tenant requires Livin to carry out the work on their behalf, they will be required to pay the full amount prior to work commencing.
- 8.10 Transfers will not be allowed until all recoverable costs are paid unless the transfer is for management reasons and authorisation is obtained from the Housing Operations Manager, or where the damage/charge is more than £300, via approval from the Head of Housing and Head of Property Services.

### **Mutual Exchanges**

- 8.11 As part of this policy and to support the Tenancy Policy properties are to be inspected by Livin prior to the mutual exchange.
- 8.12 When rechargeable damage repairs or rechargeable work is identified, tenants will be notified and given the opportunity to carry out the works themselves within a specified timescale.
- 8.13 When a tenant requires Livin to carry out the work on their behalf, they will be required to pay the full amount prior to work commencing.

- 8.14 A decision to refuse a Mutual exchange on the grounds of rechargeable damage or rechargeable work will be aligned to the Livin Tenancy Management Policy. An exchange will not be allowed until all recoverable costs are paid unless the exchange is for management reasons and authorisation is obtained from Housing Operations Manager, or where the damage/charge is more than £300, via approval from the Head of Housing and Head of Property Services.

### **Gardens**

- 8.15 Where a tenant who fails to maintain their gardens and are deemed to be causing environmental issues or an increased risk to property damage. The tenant will be given 28 days notice to carry out the required level of maintenance work after which we will carry out the works and tenants will be recharged. Where there are mitigating circumstances arising from a Tenants vulnerability charges can be waived where authorised by either the Head of Property Services or the Head of Housing.

### **Criminal Damage**

- 8.16 We will not recharge tenants the cost of repairing criminal damage where a crime reference number is provided.
- 8.17 Where a crime reference number is not provided, we reserve the right to recover the cost of any necessary repair from the tenant.
- 8.18 Multiple incidents of criminal damage will be brought to the attention of Housing Management team for further investigation to establish if additional tenant support is required.

### **Emergency Repairs service**

- 8.19 Where there is clear evidence, for example in the form of call recordings or Out of Hours notes that a tenant has deliberately misled Livin and receives 'out of hours' service for a repair that transpires not to be an emergency, we will regard the 'out of hours' call out charge as being rechargeable to the tenant. In these circumstances we reserve the right to recover all reasonable associated additional costs incurred as a result of completing the works out of hours.

### **Missed Appointments**

- 8.20 Where a tenant, without reasonable cause, misses more than three confirmed appointments for a contractor or Livin employee visit during any twelve month period we reserve the right to apply a reasonable charge to recover the costs incurred through the administration of and lost time associated with the missed appointments. The amount charged will be based on the prevailing



hourly rate of the operative/employee involved multiplied by the time lost plus a 20% charge for administration.

### **Forced Entry**

- 8.21 Where damage is caused to the property following the execution of a justifiable search by the police, the tenant will be responsible for making good the damage caused. We will recharge the tenant the cost of carrying out any repairs associated with police forced entry.
- 8.22 We will not recharge the costs of a repair in the event of a medical emergency or a safety concern which has necessitated the immediate forced entry of a property e.g. a forced entry by the emergency services.

### **Loss of Keys**

- 8.23 Tenants will be recharged the full cost of changing locks, where any key or communal key fobs are lost or broken.

### **Garage Sites**

- 8.24 The tenant of a garage site must leave the site clear of any building or waste. Failure to do so will result in a recharge being raised.

### **Failure to allow access - Compliance Related Maintenance**

- 8.25 We will seek to recover all costs incurred where legal action is required to gain access for statutory compliance work (Gas safety checks etc.).

### **Failure to allow access – Planned Investment Works**

- 8.26 We may recharge tenants to recover costs of any aborted investment works if it is proved a tenant unreasonably failed to provide access after materials have already been ordered, which are non-returnable.

### **Charging**

- 8.27 Recharge amounts will include the costs of the repair, including administration, overheads, legal costs and VAT.
- 8.28 Where the final costs are not known or subsequently increase from original estimates, we will inform the tenant that these costs may be applied retrospectively and additional invoices may be issued.
- 8.29 All work will be carried out to Livins' standards and in accordance with the rates for work charged to Livin by its partnering contractors.

- 8.30 All costs incurred by Livin as a result of deliberate acts, accidental damage or neglect will be recorded for insurance purposes on the main repairs system, irrespective of any final decision to recharge should a charge be waived on appeal after the initial record was created.

### **Exemptions**

- 8.31 Only in exceptional cases and when agreed by the appropriate service manager will there be any exemptions to this policy. Exemptions may include: matters of domestic violence, harassment, mental capacity, age, disability, race & hate crime and anti-social behaviour, however this list should be seen as indicative.
- 8.32 Where damage is as a result of a tenant's (or immediate family member's such as a child's) vulnerability or medical condition and or equipment we will review on a case-by-case basis to determine the level of liability. Where damage is found to be due to an issue beyond the reasonable control of the tenant, charges can be waived where jointly agreed between the Head of Property Services and Head of Housing.

### **Appeals**

- 8.33 If a tenant disputes that a repair is rechargeable or the amount that they have been recharged, they have the right to appeal. Any appeal must be submitted no later than 14 days after invoicing.
- 8.34 The appeal will be administered in line with the process set out in the Recharge procedure, the appeal decision is to be final no further appeal can be made under this policy and the associated procedure.
- 8.35 Where we have exhausted attempts to collect an outstanding recharge debt, this debt may be passed to a debt collection agency.

### **Promotion and Publicity**

- 8.36 Tenants, future tenants and leaseholders will be clearly and effectively informed of their responsibilities with regard to the care and repair of their home, including obligations in their tenancy conditions.
- 8.37 We will effectively communicate this policy to tenants, future tenants and leaseholders as required.
- 8.38 New tenants will be informed of their responsibilities at sign up stage.
- 8.39 We will provide tenants with information and advice on how to obtain adequate low-cost household contents insurance.

## 9.0 Roles and responsibilities

9.1 Roles and responsibilities under this policy are outlined below.

Executive Director of Finance and Investment	Reviews and approves the policy.
Head of Property Services	Ensures the policy is applied consistently.
Head of Property Service	Ensures policy is shared with Heads of service in housing and finance.
Repairs and Maintenance Manager	Ensures the policy is applied consistently.
Repairs and Maintenance manager	To ensure policy is implemented and applied consistently.
Employees	Ensure the policy s applied consistently and fairly.

9.2 This policy will be communicated to our tenants and employees via our website and intranet. Those responsible for implementing the policy will where required receive appropriate training, advice, and/or guidance.

## 10.0 Related policies and procedures

10.1 This policy should be read in conjunction with the following documents:

Repairs policy

## 11.0 Monitoring and review arrangements

11.1 Compliance with and the success of the policy will be measured by the property services team through monthly budgetary monitoring and through the appeals process.

11.2 This policy will be reviewed every 3 years, unless there is significant development that would require a more urgent review e.g. new legislation or regulation.