



## Recharges Policy 2015

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## **1.0 Introduction**

**1.0** The document clarifies HHAL's policy for dealing with Recharges. The policy will ensure that the application of the policy for HHAL customers is fair and consistent and will give a clear understanding of HHAL'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.

## **2.0 Aims and Objectives**

**2.1** The overall aim of the Recharge policy is to support the efficient and effective maintenance of HHAL housing stock by recovering the cost of carrying out repairs and any other customer responsible charges which are not HHAL responsibility.

**2.2** It aims to manage and monitor the performance of the Recharges Policy in order to recover costs whenever appropriate.

## **3.0 Scope**

**3.1** The policy will cover all rechargeable repairs/ an improvement; any charge deemed through the policy to be a customer's responsibility and applies to tenanted and void properties only.

## **4.0 Definition of a Rechargeable repair**

**4.1** 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'*

**4.2** HHAL will also consider the following to be rechargeable

- Any item that does not become defective due to fair wear and tear.
- The actions of a contractor employed directly by the customer
- Actions not taken by the customer.
- 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.
- 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/yards at any time during a tenancy or at the point the tenancy ends

- Misuse of the out of hours call service i.e. when the repair required is not an emergency or the customer contacts the out of hours centre to leave a message for a member of staff.
- Making good any alterations carried out by the customer where approval has not been authorised to carry out such works or has resulted in damaged to the property or neighbouring property.
- Damage abuse or misuse to the property of a third party/unknown person. In these circumstances where a customer fails to report/unwilling to report a crime to the Police a recharge to the customer will be considered. The customer will also be advised to check their household insurance policy for a claim against that policy.

## **5.0 Rechargeable Works to Customer / Mutually Exchange and Transfer Properties.**

**5.1** When a repair request is received or identified and it is considered to be rechargeable, the customer will be advised of their responsibility to have the work carried out in the first instance and that the work if carried out by HHAL's contractors will be at the customer's cost.

The customer has the option to –

- Carry out the work themselves and instruct their own contractor.
- Request HHAL contractor to carry out the work.

**5.1.1** If the customer decides to carry out the works themselves then permission can be granted once the customer has provided the following information in writing to HHAL

- Description of the works.
- Details of the competent and qualified contractor that would be undertaking the work.
- Contractor's liability insurance certificate is up to date and valid
- Agreement for HHAL to post inspect the works.
- Agreement to rectify any damage at no cost to HHAL.

**5.2** Each case will be considered on its merits and discretion may be exercised depending on circumstances or the circumstances surrounding the repair.

Should a person's vulnerability affect their ability to pay or if the repair is disputed due to their vulnerability or there are exceptional circumstances then HHAL will consider this before the recharge is enforced. (see 7.0 Exemptions, part of this policy)

**5.3** If the repair is deemed to be an emergency (a repair that if not attended to would cause potential danger to the health or risk to the safety of the customer or a serious damage to the building) the repair will be carried out in accordance with the Repairs

and Maintenance Policy for emergency repair. If the repair is as a result of neglect, damage or falls within the definition of a rechargeable repair the customer will be advised that they will be charged the cost of the repair or given the opportunity to carry out the work themselves or have their own contractor attend.

**5.4** In all cases where a rechargeable repair is raised a Rechargeable Repair Request Form must be completed. If the call is raised via the out of hours call centre the details should be sent via email to HHAL who will be responsible for raising this form.

**5.5** HHAL will not carry out a repair that is considered rechargeable and of a low value (under £50) and would be classed as a Priority 3 or 4 as indicated in the Repairs and Maintenance Policy.

**5.6** If a customer attends the office and requests a repair that is rechargeable and HHAL has decided that they will carry out the repair the Rechargeable Repair Request form should be completed and a deposit should be requested from the customer. If the customer is unable to pay a deposit the reasons should be included on the job description part of the form and this will be reviewed by the Operations Manager before the repair is actioned.

**5.7** If a member of staff carries out a routine inspection and notices any damage, neglect, abuse or misuse of the property caused by the customer or any person visiting the property this will be raised formally with the customer and the request will be made to repair the issues highlighted. Any health and safety matters will be actioned by HHAL and recharged to the customer.

**5.8** In instances where the police gain entry to carry out a search of the property, the customer will be invoiced for the cost of the damage. If the customer disputes the action and/or no criminal conviction ensues then the customer must be advised to contact the police to request compensation.

## **5.9 Mutually Exchanged Properties/ Transfer Requests**

**5.9.1** All properties who have applied for a mutual exchange/ transfer will be inspected by the Housing Officer prior to authorising the exchange/transfer going ahead.

**5.9.2** Repairs that are identified as rechargeable at the visit will need to be completed prior to agreement of the mutual exchange/transfer. The Housing Officer will check all tenancy documents for outstanding rechargeable repairs.

**5.9.3** Any request to carry out a mutual exchange/transfer by customers with recharges outstanding, will be refused, until the recharges have been paid in full.

## **6.0 Rechargeable Works to Void/Former Tenant Properties.**

**6.1** Rechargeable repairs will be identified at the pre tenancy termination inspection. The customer will be advised that they must carry out the repairs before leaving the property.

**6.2** The customer will be advised that the property must be left in a clean and tidy condition and this includes garden/yard areas.

**6.3** The customer will be advised that HHAL will charge the cost of making good any damage, replacement of missing fixtures or fittings, unauthorised alterations and the removal of anything left in the home, garage, shed or garden/yard area( please refer to Voids Repairs and Standards policy)

**6.4** Photographs of the property should be taken as soon as possible after it has been vacated by the Housing Officer, logged and dated against the former customer.

**6.5** Details of any rechargeable repairs together with any supporting documentation (for example photographs) should be sent to the former customer together with the cost for each rechargeable repair on an Invoice. Where the forwarding address of the former customer is not known, the recovery of the debt will follow the rechargeable repairs recovery and write off procedure.

## **7.0 Exemptions to the Recharges Policy.**

**7.1** In some circumstances it may be necessary to exempt certain customers from the rechargeable repairs policy. This may be as a result of a person's vulnerability, different needs or exceptional circumstances. HHAL will utilise its own discretion whether a recharge should be raised and this decision will be documented and authorised by the Operations Manager on the Exemption from Rechargeable Repairs form (see Appendix 2).

**7.2** Examples of different needs/vulnerability are as follows;-

- People with mental health issues, learning disabilities.
- People with physical and sensory impairment.
- Where exceptional circumstances have potentially made someone vulnerable.

**7.3** HHAL will not recharge in the following cases

- To the family of a customer 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 damaged caused is a result of their vulnerability.

## **8.0 Discretionary Improvements Requests.**

**8.1** There are some occasions when customers request that HHAL arrange and appoint a contractor, to carry out an improvement/repair to their property. HHAL will use its discretion on whether to agree to arrange this work on behalf of the customer. If HHAL agree to this then a Rechargeable Request Form (Discretionary Improvement) must be completed and signed off by the Operations Manager first before the repair/improvement is processed. These works will be paid for within an agreed payment term and will incur an admin fee, for works < £500 this will be £15 and for works > £501 this will be £35. HHAL retain the right to decline a request to arrange this type of work on behalf of the customer. Examples of reasons for HHAL to decline are (though not limited to):-

- A previous/ current recharge debt has not been cleared.
- Payment record on recharges has been poor.
- Payment to clear a previous recharge has exceeded the agreed term.
- Rent Arrears and by adding another debt could cause recharges to not be paid.
- Affordability – if the cost of the improvement would be deemed unaffordable for the customer, within the payment terms and could impact on the receipt of rent payment.

## **8.2 Repayment terms for Discretionary Improvements Requests.**

If HHAL have agreed to organise a discretionary improvement request then the following repayment terms will apply (excluding admin fee)

Cost of work < £500 repayment term is within 6 months of repair being completed

Cost of work > £501 repayment term is within 12 months of repair being completed.

## **8.3 Debt Recovery**

Amounts to be paid by the customer will ensure that the recharge amount is paid within the agreed payment terms as indicated above. All debts will be chased and recovered in the Recharges debt recovery process (see section 10 of this policy).

## 9.0 Performance Management

9.1 As part of HHAL commitment to delivering an efficient and effective repairs and maintenance service it is important that HHAL monitor the effects of the Recharges policy and procedure. This will be achieved by monitoring;-

- Number of recharges carried out as a responsive repair.
- Number of recharges carried out as a void/former tenant repair.
- Number of recharges carried out as a result of a discretionary recharge.
- Number of Non repair recharges raised
- Cost of all rechargeable repairs.
- Income received from all rechargeable repairs.

Repairs will be attended to in accordance with current repairs target times (please refer to Repair and Maintenance policy) and performance will be reported to the Customer Liaison Committee on a monthly basis.

## 10.0 Recharge Recovery of Debt and Write off rules

10.1 Once a repair/issue has been identified as rechargeable the customer must be made aware of this and that the cost of repair/issue may be charged to them. For repairs the customer has the option to carry out the repair themselves via a qualified and competent contractor (see section 5.1.1 of this policy)

10.2 If a recharge is to be raised then a Rechargeable Request Form must be completed (see Appendix 2) this must include details of the repair etc. Customers who have the means to clear the debt in one payment should be encouraged to do so. Those customers who cannot afford to pay off the debt in one payment must agree to make payment around the **suggested** repayment terms;-

Rechargeable Repairs.

- A debt of £50 < £100 must be paid off in full within 6 months
- A debt of £101 to < £350 must be paid off in full within 12 months.
- A debt of > £350 must be paid within 2 years

HHAL will use its discretion on payment terms and customers will be encouraged to clear debts, subject to their finances in the shortest possible timescale. This discretion will be consistent with those recharges of a non- repair nature.

10.3 Discretionary Improvements have a separate repayment term (see section 8.2)

10.4 A deposit towards the rechargeable repair must be taken from the customer, a suggested amount is £20, and this would depend on customers' ability to pay and / or level of recharge. Details of a refusal to pay the deposit should be added to the

Rechargeable Repair Request form and also must include the receipt number for any payment made.

**10.5** All Rechargeable Repair Request Forms must be signed off by the Operations Manager before the work is ordered for non- emergency repairs.

**10.6** If a rechargeable repair has been identified by the out of hours service/ Housing staff as an emergency repair ( as defined in the Repair and Maintenance Policy 2015)and the customer has been informed of the recharge, the Rechargeable Repair Request Form must be completed and details of how the customer was notified inputted on to the form. The customer must be visited as soon as possible after the report to sign the form for the repair and any follow up work required as part of the recharge.

**10.7** All rechargeable work must be noted on the daily repairs spreadsheet with the repair clearly identified as a recharge. The number given to the contractor will run in sequence on the sheet but the contractor will be given a R in front of the number and must quote this on the invoice to allow for this to be matched up to the daily repairs spreadsheet i.e. R800.

**10.8** Once the repair is completed and invoiced, the Housing Team will write (see Appendix 2 for sample letters Rechargeable Repairs Acknowledgement) to the customer to advise what the total cost of the recharge is and that they must commence payment either in full or in the agreed payment terms.

**10.9** The Rechargeable Repair Request Form and all associated correspondence will be scanned onto the customers' history section on Kypera by the Housing Team. The recharge account will be set up by the finance team on receipt of the invoice. This process will cover both Recharges and Discretionary Improvements.

**10.10.1 Recovery of the Debt** - Monitoring of Recharges by the housing team will be undertaken in line with rent arrears monitoring and reported monthly to the Customer Liaison Committee.

**10.10.2** Invoices will be forwarded to the Housing Team to raise a letter (see sample letters Appendix 2) to the customer requesting payment in line with the terms agreed.

**10.10.3** If payment has failed to be made within 14 days then the Housing team will send out a **RLT01** (see Appendix 2)

**10.10.4** Customer should receive a reminder to the agreed payment and potential legal action within 1 month of failed payment. **RLT02** will be issued

**10.10.5** If the customer contacts and requests a change to the agreed payment terms then this should be considered by the housing team and authorised by the

Operations Manager, before a new agreement is arranged and a new repair request form and letter confirming the new arrangement is sent to the customer.

**10.10.6** If after 3 months no payment is received then the customer should be advised that a small claims court application for the recovery of the debt (**RLT03**) will be made. The decision to take this action will be made by the Operations Manager and will require the approval of the Chief Executive. The decision to take this action will be dependent on the level of outstanding debt.

**10.11.1 Write Off Rules** – these will be reviewed every quarter by the Operations Manager and presented at the next Customer Liaison Committee with the Chief Executive approval.

**10.11.2** There may be occasions when HHAL will use its discretion whether to consider writing off a rechargeable repair. Examples where write offs on rechargeable repairs may be considered are

- Customer moves into a residential care home
- A customer terminates the tenancy with no forwarding address and the debt is uneconomical to pursue.
- A customer terminates the tenancy with no forwarding address and cannot be traced using a Tracing Agent.
- Customer is deceased.
- Customer has been identified as being vulnerable or where legal action could cause undue distress due to vulnerability/medical condition.
- Where the customer/former customer is suffering from a terminal/ acute illness.
- There is no evidence to support the recharge.(see Appendix 2 Sample letters and forms)

**10.11.3** Debts over 6 years are considered as ‘statute barred’ – can only be activated by acknowledgement in writing from the debtor.

**10.11.4** All cases due to be written off will be investigated and reported on to the CLC and CEO before approval is given ( see Appendix 2 Sample letters and forms)

## **11.0 Value for Money**

The policy has been written to ensure that the Rechargeable Repairs service meets the objectives of HHAL to deliver value for money and to continually develop the service to provide the most efficient and effective resources that will achieve this.

# APPENDIX 1

## Rechargeable Repair Examples

The policy aims to clarify the most common recharges and confirms whether responsibility for that repair is HHAL's or that of the customer's. The Recharges Policy and the customer's Tenancy Agreement should be read together for clarity.

Type of Repair	Information	Responsibility	Recharge
Boarding up a broken window	<ul style="list-style-type: none"> <li>If the customer fails to provide a crime reference number</li> </ul>	Customer	✓
	<ul style="list-style-type: none"> <li>Police Crime report number provided</li> </ul>	HHAL	✗
Re glazing	<ul style="list-style-type: none"> <li>If the customer fails to provide a crime reference number</li> </ul>	Customer	✓
	<ul style="list-style-type: none"> <li>Police Crime report number provided</li> </ul>	HHAL	✗
Lost keys	HHA should ensure that this is not a vulnerable customer.	Customer	✓
Contents and/or garden clearance	HHA should ensure that this is not a vulnerable customer.	Customer	✓
Storage of contents following a termination of tenancy.	<ul style="list-style-type: none"> <li>If the customer has moved into a residential home etc. or meets exemption criteria.</li> </ul>	HHAL	✗
	<ul style="list-style-type: none"> <li>Termination of tenancy and items left in property.</li> </ul>	Customer	✓

Clearing Blocked drains, pipes, wash-hand basins sinks and wc	<ul style="list-style-type: none"> <li>• If there is found to be a defect in the pipe or service connection</li> <li>• Caused by items being placed in the services, i.e. blocked pipe due to wet wipes, nappies, fat being poured down the sink.</li> </ul>	HHAL	
		Customer	
Results of DIY	Making safe and rectifying	Customer	
Replacement of Cracked /broken wash hand basins	If not fair wear and tear	Customer	
Replacement of plugs and chains		Customer	
Replacement of internal doors and door furniture	If these are not a result of fair wear and tear	Customer	
Shaving off of internal doors after new flooring is fitted		Customer	
Replacement WC seat/cover		Customer	
No Heating and /or hot water	Insufficient money in the gas meter to provide a supply to the property.	Customer	



	Followed by payment of £ _____ per _____
	Date of first payment _____

**Agreement signed by customers**

I/We accept that the repairs listed above are my/our responsibility. I/We agree that Harrogate Housing Association can carry out the repair/s on my/our behalf.

I/We will pay for the works as agreed and understand that non- payment could result in Harrogate Housing Association taking legal action to recover any outstanding amounts.

**An Invoice will be sent to you when the repair work has been completed.**

Customer Name \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Housing Officer \_\_\_\_\_

Date \_\_\_\_\_

Approval

Operations Manager \_\_\_\_\_

Date \_\_\_\_\_

**For Office Use Only**

Actual Cost of work	
Date Invoice raised	

## Discretionary Improvements Form



# Discretionary Improvement Request Form

Name of Customer (including forename)	
Address of customer and postcode	
Contact Telephone Number	
Date requested	
How was the repair requested	Phone call <input type="checkbox"/> Office Visit <input type="checkbox"/> Letter <input type="checkbox"/> E mail <input type="checkbox"/> Other <input type="checkbox"/>
Repair Number	
Description of work required and estimated cost.	Admin Fee £ Est. Cost of Work £
Payment Terms	<p><b>Paid in full</b> (receipt number _____)</p> <p><b>Payment by instalments</b></p> <p><i>Deposit paid</i> £.....(<i>receipt number</i> _____)</p> <p><i>Followed by payment of</i> £_____ <i>per</i> _____</p> <p><i>Date of first payment</i> _____</p>

**Agreement signed by customers**

I/We accept that the works listed above are my/our responsibility. I/We agree that Harrogate Housing Association can carry out the work on my/our behalf.

I/We will pay for the works as agreed and understand that non- payment could result in Harrogate Housing Association taking legal action to recover any outstanding amounts.

**An Invoice will be sent to you when the work has been completed.**

Customer Name \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Housing Officer \_\_\_\_\_

Date \_\_\_\_\_

Approval

Operations Manager \_\_\_\_\_

Date \_\_\_\_\_

**For Office Use Only**

Actual Cost of work	
Date Invoice raised	

## Exemption from Rechargeable Repairs Policy

# Exemption from Rechargeable Repairs

Date:	
Name	
Address	
Repair Request Number	
Repair carried out	
Cost of repair	£
Reason for exemption	
Exemption Criteria	
Decision	
Date	
Approved	
Signed	
Date	
Letter to Customer	

**Rechargeable Repairs Acknowledgement (by email where possible) all letters can be amended for use with former customers of HHA**

Dear .....

**RE Rechargeable Repair Request Order Number .....**

I write to confirm that a repair order has been raised for the work detailed below and that you will be charged the cost as the work is not the responsibility of Harrogate Housing Association. You have signed a Rechargeable Repair Request Form and have agreed to pay this amount back to the Association.

Repair Details:-

Date request received .....

Estimated Cost £.....

When the work is completed you will receive an invoice at which point you must ensure that you pay the amount off in terms of the agreement made in the Repair request form.

If you have any further queries please do not hesitate to contact me at the address above

Yours sincerely

Housing Officer



**Rechargeable Repairs Arrears Letter RLT01**

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Our ref RLT02

Dear .....

**RE: Rechargeable Repair Request Order Number .....for.....**  
**Amount Outstanding: £.....as at.....**

I note that the agreed payment towards the above repair order that has been recharged to you has not been received as yet. If this is an oversight or you have paid the amount due then please accept my apologies. I look forward to receiving your continued payments.

If you have not paid the requested amount then I would ask that your payments are brought into line to prevent further action being taken.

If you have any further queries please do not hesitate to contact me at the address above.

Yours sincerely

Housing Officer



**Rechargeable Repairs Arrears Letter RLT02**

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Our ref RRA

Dear .....

**RE: Rechargeable Repair Request Order Number .....for.....  
Amount Outstanding: £.....as at.....**

The above amount remains outstanding on your recharge account and you have failed to make payments in line with the agreed payment terms.

You must ensure that you bring your recharge account back in line with the agreement immediately. If your circumstances have changed and you are unable to maintain this agreement then you should contact me on receipt of this letter.

**FAILURE TO CONTACT AND MAKE PAYMENTS COULD RESULT IN COURT ACTION TO RECOVER THIS AMOUNT.**

Yours sincerely

Housing Officer



## Rechargeable Repairs Arrears Letter RLT03

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Our ref RRA

Dear .....

### **NOTIFICATION OF LEGAL ACTION FOR UN PAID RECHARGES**

**Amount Outstanding: £.....as at.....**

I am disappointed to note that despite my previous letters requesting payment towards your rechargeable repairs, your Recharge account is ..... weeks in arrears.

I have no option but to advise you that I shall commence Small Claims Court action for the recovery of this debt. The court will notify you directly of a date for the hearing.

**THE COST OF TAKING THIS ACTION WILL BE ADDED TO YOUR RECHARGE ACCOUNT.**

Yours sincerely

Housing Officer

### Write Off Form – Rechargeable Repairs

Decisions to write off a recharge are to authorised by the Chief Executive and passed to the Customer Liaison Committee

Recharge Works Order	Repair Description	Reason to Write Off	Approved/ Declined	Comments

Approval for Quarter Ending .....

## **Appendix 3**

### **Associated Policies, Strategies and Procedures**

- Repairs and Maintenance Policy
- Void Repairs and Standards Policy
- Asset Management Strategy
- Gas Policy and Procedures
- Aids and Adaptations Policy
- Compensation and Improvements Policy
- Customer Care Policy
- Value for Money Strategy
- Equality and Diversity Policy
- Tenants Handbook and Tenancy Agreement