



Recharges Policy

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1.0 Introduction

1.0 The document clarifies Harrogate Housing Association's (HHA's) policy for dealing with Recharges. The policy will ensure that the application of Recharges for HHA customers is fair and consistent and will give a clear understanding of HHA'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 HHA housing stock by recovering the cost of carrying out repairs and any other customer responsible charges which are not HHA's responsibility.

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

2.3 The objective is to set out clearly the approach HHA will adopt to Recharges.

3.0 Scope

3.1 The policy will cover all rechargeable repairs/improvements and cover any charge deemed through the policy to be a customer's responsibility. It applies to all HHA owned properties whether tenanted or void.

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 HHA 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 and the costs of any remedial work required to be undertaken by HHA
- Remedial costs connected to DIY repairs/works undertaken by customers
- Actions not taken by the customer to prevent/contain a problem.
- If the customer reports a repair and the contractor finds, on attendance that, no repair is required.
- 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.
- Access denied by customer to their home (when appointment has been agreed) to carry out a repair or an essential service arrangement. The contractors wasted time and any materials purchased will be considered for recharge.
- Making good any alterations carried out by the customer/contractor engaged by the customer where approval has not been authorised to carry out such works or has resulted in damage to the property or neighbouring property.
- Damage, abuse or misuse to the property by 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 contents insurance policy for a claim against that policy.

5.0 Rechargeable Works to Customer/Mutual 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 HHA'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 HHA contractor to carry out the work. The customer will be asked to pay for the work up front.

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 HHA

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

5.2 Each case will be considered on its merits and discretion may be exercised depending on the customer's 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 HHA 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 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 Association will use its discretion on whether to charge the cost of the repair.

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 HHA who will be responsible for raising this form.

5.5 HHA 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 HHA 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 HHA 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 Mutual Exchange Properties/Transfer Requests

5.9.1 All properties who have applied for a mutual exchange/transfer will be inspected by the Neighbourhood Officer (NO) 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.

5.9.3 The NO will check all tenancy records for outstanding rechargeable repairs, including those identified at 5.9.2. 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 (photographic evidence to be obtained by the NO of the required repairs). The customer will be advised that they must carry out the repairs before leaving the property (5.1 above to be followed).

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 charged 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 NO, 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 within 5 days of vacating the property. 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. HHA 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 HHA 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 HHA arrange and appoint a contractor, to carry out an improvement/repair to their property. HHA will use its discretion on whether to agree to arrange this work on behalf of the customer.

If HHA agree to this then a Rechargeable Request Form 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. HHA retain the right to decline a request to arrange this type of work on behalf of the customer. Examples of reasons for HHA 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 HHA 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 HHA's commitment to delivering an efficient and effective repairs and maintenance service it is important that HHA monitor the effects of the Recharges policy and procedure. This will be achieved by monitoring:-

- 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 at their meetings.

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 amount should be asked to make an upfront payment. . Those customers who cannot afford to pay off the debt in one payment must agree to make payment around the **suggested** repayment terms:-

- 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

HHA 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 Where payment in full is not possible, 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 .

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) and the customer has been informed of the recharge, the Rechargeable Repair Request Form must be completed within 2 working days and logged onto the CRM system on Active H the details of how the customer was notified. The customer must 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 CRM system and noted on the repair (under the repair and maintenance system) and clearly identified as a recharge.

10.8 Once the repair is completed and invoiced, the Housing Team will write, email or text (see Appendix 2 for sample letters Rechargeable Repairs Acknowledgement) 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. This should be monitored weekly/monthly depending on the terms of the repayment.

10.9 The Rechargeable Repair Request Form and all associated correspondence will be scanned onto the CRM system. 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/email (see sample letters Appendix 2) to the customer requesting payment in line with the terms agreed. All must be updated on the Active H system.

10.10.3 If payment has failed to be made within the agreed payment schedule NO/Income Officer will send out a chasing email on the lines of **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/emailed to the customer

10.10.5 If the customer contacts and requests a change to the agreed payment terms then this should be considered by the Officer and authorised by the Operations Manager, before a new agreement is arranged a confirming email with the new arrangement is sent to the customer and logged on Active H.

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 and reasonable chance of recovery through the Small Claims Court.

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 HHA 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. These should be written off

10.11.4 All cases due to be written off the debt 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 HHA 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 HHA'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	If the customer fails to provide a crime reference number	Customer	
	Police Crime report number provided	HHA	
Re glazing	If the customer fails to provide a crime reference number	Customer	
	Police Crime report number provided	HHA	
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.	If the customer has moved into a residential home etc. or meets exemption criteria.	HHA	
	Termination of tenancy and items left in property.	Customer	

Type of Repair	Information	Responsibility	Recharge
Clearing Blocked drains, pipes, wash-hand basins sinks and wc	- If there is found to be a defect in the pipe or service connection - Caused by items being placed in the services, i.e. blocked pipe due to wet wipes, nappies, fat being poured down the sink or similar.	HHA Customer	 
Results of DIY	Making safe and rectifying	Customer	
Replacement of Cracked /broken wash hand basins/baths/wc	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 by the customer		Customer	
Replacement WC seat/cover		This is subject to the requirement being down to wear and tear Customer	
No Heating and /or hot water	Insufficient money in the gas meter to provide a supply to the property.	Customer	



Appendix 2 Sample Letters and forms

Rechargeable Repair Request Form

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

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_____

Neighbourhood Officer _____

Date _____

Operations Manager _____

Date_____

For Office Use Only

Actual Cost of work	
Date Invoice raised	

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 line with the 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

Neighbourhood Officer



Rechargeable Repairs Arrears Letter RLT01

Our ref RLT01

Dear

RE: Rechargeable Repair Request Order Numberfor.....
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

Neighbourhood Officer



Rechargeable Repairs Arrears Letter RLT02

Our ref RLT02

Dear

RE: Rechargeable Repair Request Order Numberfor.....
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

Neighbourhood Officer



Rechargeable Repairs Arrears Letter RLT03

Our ref RLT03

Dear

NOTIFICATION OF LEGAL ACTION FOR UNPAID 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

Neighbourhood Officer

Write Off Form – Rechargeable Repairs

Decisions to write off a recharge are to be 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 Management and Standards Policy
- Gas and Oil Policy and Procedure
- Pet Policy