

Homes for Life Housing Partnership

Rechargeable Costs Policy

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1.0 INTRODUCTION

- 1.1 This policy sets out how Homes for Life will look to recover the cost of any rechargeable item from its tenants and owners.
- 1.2 The purpose of the policy is to ensure that recharges are dealt with effectively and that recovery of debt is handled efficiently and equitably. Recharges will in the main will be applied for rechargeable repairs; however, the Company retains the right to raise a recharge for any debt owed to the Company.
- 1.3 The Policy aims to:
 - Work within the legal framework for tenant and landlord responsibilities
 - Produce clear and understandable guidelines for tenants and service users regarding their obligations for repairs, and
 - Ensure that information is available to all tenants and service users

2.0 Context

- 2.1 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. The agreement sets out that tenants may be charged the cost of making good any damage that they have caused.
- 2.2 The **Repairs Policy** and Tenant's Handbook set out which repairs the Company is responsible for and which repairs are the responsibility of the tenant. Tenants may be charged if the Company is required to undertake repairs for which they are responsible.
- 2.3 The **Debt Management Policy** explains the actions, including legal action, which may be taken by the Association to ensure tenants meet their responsibility in paying rent and service charges for their tenancy. Where a Court awards legal costs the Association will seek to recover these costs from tenants.
- 2.4 Other items, such as the cost of missed appointments, unnecessary emergency call outs, costs for delays and forced access for annual gas & electrical servicing, repairs; and maintenance at shared or whole ownership properties for which the occupier/owner is responsible, may also be recharged.

2.0 OPERATIONAL POLICY

- 2.1 The Company defines "rechargeable item" as being any work undertaken by the Company for a tenant which is not the responsibility of the Company and for which the

Company will be charged a fee. This can include repairs, enhancements, cleaning or re-decoration, court costs .

2.2 In general, the obligations for repairs are established in law and specified in the Tenancy Agreement signed by each resident on or before the date of entry to a property.

2.3 From time to time tenants may ask us to undertake work which is their responsibility. In these circumstances, the tenant will be informed that the work would be rechargeable and that we will require payment in advance (or agreement to a schedule of repayment) before undertaking the work. In emergencies, (e.g. gaining entry when the tenant has lost their keys), the requirement for payment in advance **may** be waived provided that the tenant agrees that they will meet the cost of the work.

2.4 In summary the Company is responsible for the structure and exterior of the building, for installations and for the insurance of the building and:

The Company agrees to give the tenant 24 hours notification of access for routine maintenance.

The Company will take reasonable care to keep common parts in repair.

2.5 The Tenant is responsible for:

- Internal re-decoration of the property
- Specific repair items, such as but not exclusively ;
 - Damage to glass,
 - Choked sinks or WC where tenant is at fault eg toys in WC or fat poured down sink
 - Replacement of keys,
 - Plugs & chains,
 - After 1st replacement in tenancy – tenant responsible for W.C. seat,
 - Showers unless fitted by Homes for Life,
 - Plugs & fuses,
 - T.V aerials (unless communal),
 - Smoke detector batteries
 - Lighting to front and rear doors,
 - Replacement of lost or broken keys,
 - Skirting boards damaged by D.I.Y,
 - Adjusting doors to accommodate floor finish (e.g. thick pile carpets),
 - Window – broken glass (unless reported as vandalism to police),
 - Walls where damage caused by decoration,
 - External items such as sheds, carports that have been not provided by Homes for Life ,
 - Clothes ropes, replacement of rotary drier other than where the rotary drier is provided as part of communal provision.
 - Repairs required due to unauthorized or unsatisfactory alterations / additions to the property
 - Infestations if found to be caused by the tenant's own neglect
 - Accidental damage to sanitary wear e.g cracked wash hand basin, wc
 - Accidental damage to pass doors
 - Damage to kitchen units – eg scorch marks to work bunker
- Damage caused by the police following a lawful raid at a property, which results in an arrest
- The cost of removing any goods or belongings left at the property on tenancy termination

- Any damage to the property, common areas, individual garden or access areas through neglect, accidental damage or wilful vandalism, caused by the tenant, their family or their visitors
- 2.6 If the tenant fails in any of these responsibilities the company may carry out the work and recover the costs from the tenant. We will however take a sympathetic approach to minor repairs which would normally be charged to the tenant, where the tenant is elderly, physically or mentally impaired (i.e. having a clinically recognised illness or disability) or otherwise frail.

3.0 Breach of Tenancy - Enforcement action

- 3.1 Where a tenant has caused serious damage to their property or has caused damage to their property on repeated occasions, enforcement action may be taken for breach of tenancy, in addition to charging the tenant for the cost of the repair.
- 3.2 Routine estate management inspections may highlight, for example, untidy gardens, open spaces and grassed areas, discarded domestic appliances within garden grounds or stairwells, household rubbish, etc. The Company may be required to remove such items or tidy gardens, in enforcing tenancy conditions, where the tenant fails to cooperate.

4.0 Procedures for Dealing with Rechargeable Items

- 4.1 When a repair, for which a tenant is responsible, is reported and the work is carried out the tenant will be notified in writing that they will receive an invoice for the work.
- 4.2 The Tenant is responsible for any damage to the house and to all furnishings, fittings and fixtures caused by negligence or wilful vandalism on the part of the Tenant or any member of the Tenant's household or any visitor. Where Homes for Life Housing Partnership need to carry out such repairs; these repairs will be recharged to the tenant.
- 4.3 Once notification of termination of a tenancy has been received, the Housing Officer will visit the tenant to ascertain whether repairs are necessary. The Housing Officer will arrange for an estimate of any repairs or maintenance, which is the responsibility of the tenant, and a report will be prepared. The Housing Officer will inform the tenant in writing of the work required in order to give the tenant sufficient time to make good the repair work his or herself and indicating a date for a second inspection of the property. Following a second inspection, if the tenant has failed to carry out the repair the Housing Officer will arrange for the work to be carried out and for an invoice to be issued to the tenant.
- 4.4 For all rechargeable repairs, if the invoice is not settled, the first reminder letter to the tenant for the repair bill will be issued 14 days after the invoice.
- 4.5 Failure to pay the outstanding invoice in full will result in a second and final reminder being sent informing the tenant that the issue will be referred to the Board of Homes for Life Housing Partnership, with a recommendation to proceed with legal action for recovery of the debt. The second and final reminder will be sent to the tenant 28 days following the issue of original invoice.
- 4.6 Failure to contact Homes for Life Housing Partnership on receipt of the second and final reminder will result in normal debt recovery procedures being instigated. The tenant will be given notice that the Board intend to proceed with legal action for recovery of the debt.

- 4.7 The cost effectiveness of actively pursuing relatively small repair accounts will be considered at all times. The Company will therefore write-off repair accounts at the financial year end where a reasonable attempt to collect has been made. This will not prevent the money being collected at a later date.

5.0 Early Payment Discount

- 5.1 In recognition of the time and costs saved in administration of chasing up non payments, tenants who pay the first invoice in full within 7 days will be offered a 10 % discount of the total bill.

6.0 Exemptions to paying for rechargeable items

- 6.1 Tenants or occupiers will not have to pay for rechargeable items in the following circumstances:
- If the damage is a result of vandalism by a third party and a crime reference number has been provided to the Company within 7 calendar days (an incident number will not be sufficient).
 - If the damage is caused as a result of domestic violence, harassment or hate crime and this has been reported to the Police / ASB Team. In these circumstances, we would require a crime number from the Police. However, if action is taken to remove a joint tenant from a tenancy as a result of domestic violence, the cost of any damage will be recharged to the perpetrator.
 - Where forced entry has taken place due to concerns about the well-being of the tenant or occupier
 - We may however take a sympathetic approach to minor repairs which would normally be charged to the tenant, where the tenant is elderly or vulnerable.

7.0 Appeals

- 7.1 All tenants will be made aware of the right of appeal.
- 7.2 Tenants should be encouraged to submit their appeal in writing.
- 7.3 An account will not be raised until the outcome of the appeal is known.
- 7.4 The Business Manager will consider the appeal taking cognisance of any special circumstances put forward by the tenant and inform the tenant of his / her decision in writing.
- 7.4.1 A further right of appeal to the Board of Directors will be available to tenants who are dissatisfied with the Business Managers decision, in accordance with the Company's Complaints Policy.

8.0 MONITORING AND REVIEW

The application of this Policy will be reviewed annually and a formal review of the policy will take place every five years.

Indicative Recharge Costs at 2018-19 rates

These costs will apply for items which are deemed to be the tenant's responsibility under the lease or where replacement is required due to tenant damage or loss, whether accidental or otherwise.

The list is not intended to be comprehensive- it includes only more common items. Costs shown are for replacements during tenancies. Where works require to be completed to empty properties, for relet, contractors' rates are higher and therefore recharges would also be higher. **Homes for Life reserve the right to recover actual costs if these are significantly higher than anticipated based on initial reports from tenants.**

SECURITY	
Change of lock including forced entry (where keys lost or stolen)	£83.00
Change of mortice lock without forced entry (where keys lost or stolen)	£47.00
Change of cylinder lock without forced entry (where keys lost or stolen)	£29.26
PLUMBING	
Replace WC seat	£38.93
Replace damaged sanitary ware due to any accidental damage or misuse	
Wash Hand Basin & Pedestal (set)	£242.14
Bath	£490.84
Replacing cracked whb	£194.60
Replacing WC	£210.56
Inset sinktop	£159.88
Silicon Seals above baths, basins, sinks or showers- per item	£16.55
Resecure loose sanitaryware- per item	£32.55
Flooding caused by faulty tenant appliances, connections or misuse	As invoiced
Choked sinks or basin (where tenant is at fault-eg blockages of hair/fat /food/soap)	£12.07
Choked wc (where tenant is at fault- eg nappies,sanitary pads, condoms,brushes etc)	£42.69
Additional cost for pressure jetting to clear chokes	£114.75
JOINERY	
Make good damage to doors, skirtings and other woodwork – cost per item	£35.00
Renew set of external door handles	£45.72
Renew other door or window ironmongery -cost per item- including fire door closers	£20.00
Renew damaged or missing pass door- fire rated	£231.16
Renew damaged or missing pass door- other	£180.92
Replace door closer – Perko	each £16.00
Renew damaged bath panel	£31.97
Renew damaged timber flooring –	cost per m2 £59.36
Replace skirting to all perimeter of room: floor area up to 20 sq m.	£76.65
Renew damaged external meter box	£71.00
Window – Replacement of broken glass (unless due to vandalism and reported to police)	£151.30
Window - Additional cost for temporary boarding to window	£35.87
Window - Replace double glazed unit to window	£151.30
Free blocked window vents (if can't be cleared then replacement would be required at additional cost)	£24.50
Replacement of damaged rotary drier (Higher cost includes renewing concrete base, whereas lower cost is for fitting to existing sound base and sleeve0	£96.62- £127.83
Removal and or reinstatement required due to unauthorized or unsatisfactory alterations / additions to the property	As assessed
ELECTRICAL	
Replace damaged electrical sockets or switches- per item	£15.00
Replace non compliant light fitting	£54.00

MISCELLANEOUS	
Abortive call by a contractor in response to appointment agreed with tenant and where the tenant hasn't cancelled in advance of it.	£35.00
Damage to internal plaster work	per sq meter £15.08
Empty wheelie bin or uplift items-	per item £50.92
Specialist treatment for infestations – as necessary, where due to poor tenant hygiene. Tenants are expected to	£86.94
Garden tidy and grass cut	£109.93
Take down and remove timber shed left at end of tenancy	£122.09
Lift and dispose of floor coverings left at end of tenancy	£110.25
Redecorate Room walls and ceilings - at end of tenancy.	£145- £257
Remove fixings from surfaces: picture hooks, nails, screws etc from walls, curtain plates, ceiling and other surfaces, fill holes and make good - at end of tenancy. Per property	£50.92
Clean out empty property for relet	£117.45
Not generally available but where necessary tenant will be invoiced at cost	
Additional keys- tenants to source from hardware supply shop and arrange own fitting. Full costs will be recharged where our contractor has been asked to supply, and this is likely to be significantly more expensive.	At cost
Smoke detector batteries- tenants to source from hardware supply shop and arrange own fitting. Full costs will be recharged where our contractor has been asked to supply, and this is likely to be significantly more expensive.	At cost
Replacement bulbs for internal and external lights to front and rear doors- tenants to source from hardware shop and arrange own fitting. Full costs will be recharged where our contractor has been asked to supply, and this is likely to be significantly more expensive.	At cost
<i>Renew Flourescent Lamp - 4ft, 5ft, 6ft tube</i> not generally available but where necessary will be at cost	At cost
Replacement ropes for clothes poles or rotary driers- tenants to source from hardware supply shop and arrange own fitting. Full costs will be recharged where our contractor has been asked to supply, and this is likely to be significantly more expensive.	At cost
Repairs to external items such as sheds, carports that have been not provided by Homes for Life- these will not generally be attended to by our contractors	At cost
Replacement plugs & fuses- tenants to source from hardware supply shop and arrange own fitting. Full costs will be recharged where our contractor has been asked to supply, and this is likely to be significantly more expensive.	At cost
Replace plugs & chains- tenants to source from hardware supply shop and arrange own fitting. Full costs will be recharged where our contractor has been asked to supply, and this is likely to be significantly more expensive.	At cost
Walls where damage caused by decoration, DIY or undue wear and tear eg at void for relet purposes	At cost
Adjusting doors to accommodate floor finish (e.g. thick pile carpets)	At cost
Hourly rate per tradesman for additional or unpriced items (labour only- there will be additional costs for any materials used)	£35.89
Joiner	£42.86
Electrician	£42.69
Plumber	
Note: For many items, the cost may appear disproportionate to their retail price. This is because the cost Homes for Life is charged includes delivery and travel, as well as worker's time for fitting and costs of associated parts as well as VAT and administration.	