



Rechargable Costs Policy

Presented to Board for Approval: August 2023
Next Review: August 2026

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. A Recharge will in the main be applied to rechargeable repairs. However, Homes for Life retains the right to raise a recharge for any debt owed to the organisation.
- 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 a 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 Homes for Life is responsible for and which repairs are the responsibility of the tenant. Tenants may be charged if the organisation 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 Homes for Life to ensure tenants meet their responsibility in paying rent and service charges for their tenancy. Where a Court awards legal costs Homes for Life will seek to recover these costs from tenants.
- 2.4 There may be some circumstances where landlords may have to carry out repairs on a tenant's behalf or meet other costs, which are not the responsibility of the landlord. These costs can be passed on to the tenant and may include:
 - Emergency repairs which are the tenant's responsibility, e.g. lost keys, power loss due to defective appliances;
 - Where tenants fail to give access for a repair, when a firm arrangement has been made, and a cost is passed to the landlord;
 - Where call outs are made for non-emergency repairs;
 - Where tenants call out an emergency contractor and fail to provide access;
 - Where landlords have to force entry to carry out statutory repairs, e.g. gas fire/central heating servicing (Only after reasonable opportunity has been given to the tenant to allow access).

3.0 OPERATIONAL POLICY

- 3.1 Homes for Life defines “rechargeable item” as being any work undertaken by the organisation for a tenant which is not the responsibility of the organisation and for which the organisation will be charged a fee. This can include repairs, enhancements, cleaning or re-decoration and court costs .
- 3.2 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.
- 3.3 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.
- 3.4 In summary, Homes for Life is responsible for the structure and exterior of the building, for installations and for the insurance of the building and:
- The organisation agrees to give the tenant at least 24 hours’ notification of access for routine maintenance, although immediate access should be possible in emergencies.
 - The organisation will take reasonable care to keep common parts in repair.
- 3.5 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 actions e.g., if they have not disposed of rubbish correctly, if they have left food out etc.
- Accidental damage to sanitary wear e.g., cracked wash hand basin or wc,
- Accidental damage to pass doors,
- Damage to kitchen units – e.g., scorch marks to work tops,
- 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.
- The service cost of removing unwanted items where a tenant has failed to do so correctly, e.g., Fly Tipping.
- 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.

3.6 If the tenant fails in any of these responsibilities the Homes for Life 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.

4.0 BREACH OF TENANCY – ENFORCEMENT ACTION

4.1 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.

4.2 Routine estate management inspections may find untidy - gardens, open spaces, and grassed areas; discarded domestic appliances within garden grounds or stairwells, as well as household rubbish. The organisation maybe required to remove such items or tidy gardens when enforcing tenancy conditions where the tenant fails to cooperate.

5.0 PROCEDURE FOR DEALING WITH RECHARGABLE ITEMS

5.1 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.

- 5.2 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 need to carry out such repairs; these repairs will be recharged to the tenant.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 The cost effectiveness of actively pursuing relatively small repair accounts will be considered at all times. The organisation 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.

6.0 EARLY PAYMENT DISCOUNT

- 6.1 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.

7.0 EXEMPTIONS TO PAYING FOR RECHARGEABLE ITEMS

- 7.1 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 organisation 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.

8.0 APPEALS

8.1 All tenants will be made aware of the right of appeal.

8.2 Tenants should be encouraged to submit their appeal in writing.

8.3 An account will not be raised until the outcome of the appeal is known.

8.4 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.

8.5 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 Homes for Life Complaints Policy.

9.0 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.