

recharge policy

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1. Policy statement

- 1.1. believe housing is committed to providing homes that are comfortable and safe for people to live in, which includes the delivery of a great, consistent and value for money repairs service. While most customers take pride in their homes, there are occasions where the actions of others have been deliberate or through lack of care, cause additional repair work to properties and neither believe housing or responsible customers should have to pay for the cost of these repairs.
- 1.2. Integral to this is the need to identify any works that are not the responsibility of believe housing and seek to recover costs for these works. This is to ensure that the organisation's resources are utilised appropriately and effectively to continue to protect and maintain properties in the interest of current and future customers.
- 1.3. This policy outlines the circumstances in which customers will be recharged for repairs that they are responsible for, caused by wilful or deliberate damage, misuse, neglect and inappropriate alterations to the property, without permission.
- 1.4. The primary purpose of the policy is to ensure that all believe housing staff and customers are aware, understand and are equipped with information to deliver the requirements of believe housing's recharge process.

2. Policy aims

- 2.1. The key aims of the policy are to:
 - ensure all customers live in a safe and comfortable environment
 - promote a culture of responsibility, pride and empowerment for customers and their homes
 - clearly define what type of works are rechargeable
 - recover the costs of rechargeable works from current and former customers where wilful or deliberate actions have occurred
 - give guidance where discretion and exceptional circumstances will be applied
 - ensure the rechargeable process and costs associated with the works are fair and transparent
 - protect the organisation's assets and deploy resources to the areas that are important to customers.

3. Scope

- 3.1. This policy applies to works that are undertaken to properties and communal areas owned and managed by believe housing, including leasehold properties and garages.

- 3.2. The policy also applies to all customers regardless of tenure and should be read in conjunction with the tenancy, lease or licence agreement.
- 3.3. The works associated with rechargeable repairs are applicable to occupied properties and empty properties, where a customer has vacated the property but not terminated in line with the tenancy agreement and even properties that terminated correctly but rechargeable repairs have been identified. believe housing would seek to locate the customer in relation to any rechargeable works.

4. Roles and responsibilities

- 4.1. The Assistant Director of Repairs Operations will have overall responsibility for the implementation of this policy.
- 4.2. The Voids Manager, with the support of service area managers, will ensure that the policy and associated procedures are understood and embedded within operational delivery and that all staff are aware of their responsibilities and adequately trained to carry them out.
- 4.3. The Neighbourhood Managers will ensure that customers are aware of their responsibilities, and ultimately decide whether to follow the rechargeable process, in addition to exercising discretion relating to customer's exceptional circumstances.
- 4.4. The Rechargeable Repairs Coordinator will seek to recover the costs of rechargeable works and pursue appropriate recovery action, considering circumstances and mitigation.
- 4.5. believe housing staff and customers will follow the policy guidelines and its approach to rechargeable repairs.

5. Definitions

- 5.1. 'Customer' – any tenant or leaseholder of a property owned/managed by believe housing.
- 5.2. 'Repair' – the process of rectifying or renewing a component or installation when it is faulty or in a state of disrepair in a believe housing owned/managed property.
- 5.3. 'Rechargeable repair' or 'Rechargeable work' – repairs/works that are above and beyond normal wear and tear, and arise from abuse, neglect or wilful, deliberate

and/or malicious damage that has been caused by a customer, their family member or visitor in a believe housing owned/managed property.

5.4. 'Organisation' – believe housing.

6. Rechargeable repairs/works

6.1. Rechargeable works will be classified into the following categories:

- Work that is a result of damage to the property by a customer, member of their household, pet or a visitor.
- Work that is a result of neglect to the property. This may include known repairs that have not been reported causing additional damage and costs.
- Work caused by non-authorized customer alterations or improvements to the property. This may include the cost of reinstating the property to its original condition, or the cost of rectifying any defects or damage resulting from the works. Appropriate evidence or historical information will be considered in these circumstances.
- Work required due to misuse of the property. This may include a WC blockage caused by flushing inappropriate items.
- House or garden cleaning or clearance of customer's goods and belongings during or at the end of a tenancy, that have been left in a property or communal area.
- Misuse of the repair service. This may include a request for an emergency repair when the repair is not deemed an emergency upon arrival.
- No access for pre-arranged appointments. This may include where an appointment has been made with the customer for compliance works; for example, gas/electric checks and we have been unable to gain access on the third attempt and/or subsequent visits, without a justified reason or notice given.
- Where specialist materials or equipment have been ordered and the customer does not allow access into the property.
- Forceable action by the police; for example, where a warrant has been obtained and results in damage to the property.
- Work that is the responsibility of the customer outlined in the tenancy agreement and Repairs Policy.

7. Identification of rechargeable works

7.1. Rechargeable works can be identified in a number of ways, including:

- The customer (or their representative) reporting repairs through the customer hub.
- Operatives completing repairs in customer's homes.

- Visits to customer's homes from believe housing staff; for example, tenancy visits, pre-termination inspections, stock condition surveys.
- Information passed through from the emergency services or external agencies; for example, police or social services.

8. Determining the rechargeable approach

- 8.1. believe housing will seek to charge for repairs for which they are not responsible, as stated in section 6, and determined in the tenancy agreement, lease or licence agreement, supporting policies or law.
- 8.2. Where a rechargeable repair is identified, believe housing will advise the customer of their responsibility, take into consideration the circumstances around the work, and determine whether to raise a charge against the customer's account and pursue the cost of the recharge. Mitigating circumstances will be considered in all recharge cases.
- 8.3. Where a rechargeable repair is identified and an insurance claim for the customer/property is under investigation, the Insurance Team Leader should be contacted before any recharge is raised to ensure there is no compromise of the claim investigation by insurers or the Risk and Assurance Team.
- 8.4. Where a decision has been made to raise a charge against the customer's account, depending on the customers circumstances, the following actions may apply:
 - Customers must pay for the repair in advance of the work being completed. This will apply to all non-urgent and any repairs that do not impact on the safety or security of the customer/property. Once the cost has been recovered, the repair will be raised against the property and work will be completed. Where the work has been deemed an emergency or immediate risk to health and safety, work will be carried out and any costs recovered afterwards.
 - believe housing may allow customers to pay the rechargeable costs under an appropriate and reasonable repayment plan.
 - The cost will not be recovered but a charge will remain raised against the customers' account, which may affect their ability to rent a property from believe housing in the future or transfer to another believe housing property.
 - In circumstances where customers have terminated their tenancies, believe housing will attempt to trace the customer and recover the cost of the recharge.

- In all rechargeable repair cases, the rent account, including credits, will be reviewed, and considered prior to applying any recharges.
- 8.5. Customers can decide to make alternative arrangements and carry out the repair themselves, or arrange for a competent tradesperson to do it on their behalf. However, certain repairs cannot be undertaken by the customer where inadequate work can create legal liabilities and/or compromise the organisation in relation to prosecution or regulatory intervention; for example, gas safety, electrical repairs. All completed works will be inspected to ensure they meet relevant legislation, health and safety standards, building regulation requirements and believe housing's specification of works.

9. Discretionary arrangements and exceptional circumstances

- 9.1. This policy allows for flexibility and discretion; and believe housing may, in exceptional circumstances, decide not to follow the recharge process and recover the costs of the work.
- 9.2. A customer's individual circumstances will be considered by believe housing staff and, as a result the following categories, may be classed as exempt:
- Where a customer is recognised as vulnerable. This is determined in line with believe housing's definition and information we hold and discuss with each customer.
 - Where damage has occurred through actions of a third party or unknown parties including vandalism and antisocial behaviour. A crime reference number is not required from the police in these circumstances.
 - Where damage has been caused as a result of domestic abuse, harassment or hate crime. A crime reference number is required from the police in these circumstances.
 - Where a forced entry has been made into the property in relation to the welfare of a customer.
- 9.3. Appeals can be made to recharge claims and these should be made in line with believe housing complaints policy and procedures.

10. Recovery of costs

- 10.1. Before a recharge is raised, believe housing will ensure it is economically viable to recover the costs of the recharge and a de minimis level will be applied.
- 10.2. Where a recharge is not raised due to discretionary arrangements or exceptional circumstances, information will be held on record of why it was not pursued.

- 10.3. Where a recharge is recoverable, believe housing will confirm the cost upfront to the customer, for all minor repairs.
- 10.4. A list of common rechargeable costs will be made available on believe housing's website and at the customer's request as detailed in **Appendix 1 – rechargeable costs**.
- 10.5. Where a repair is classed as extensive or complex, a believe housing employee will attend the property to inspect the works and price accordingly. The customer will be subsequently notified of the cost of the rechargeable works.
- 10.6. Costs for rechargeable repairs are based on current repair costs using the National Housing Federation's Schedule of Rates. Where repairs/work are not covered by the National Housing Federation's Schedule of Rates, the basis for determining the charge will be the costs incurred by believe housing to complete the repair/work. An attendance fee will be charged on all such rechargeable repairs.
- 10.7. Confirmation in writing of the recharge will be sent to the customer and a separate 'recharge account' will be created, which will include the costs of the rechargeable works.
- 10.8. In circumstances where the customer does not pay and the debt cannot be recovered, believe housing will support the customer and identify and record the reasons for the non-payment. The account will be reviewed by the Rechargeable Repairs Coordinator and a decision will be made whether to pursue the recharge through litigation or write it off.

11. Monitoring and review

- 11.1. This policy will be reviewed every three years unless there is a significant incident, important change in circumstances or legislation that would warrant a review being carried out at an earlier date.

12. Links to other policies and procedures

- 12.1. The document should also be read in conjunction with:

- Complaints, Compensation and Compliments Policy
- Domestic Abuse Policy
- Gas and Solid Fuel Policy
- Electrical Policy
- Health and Safety Policy

- Income Management and Rent Arrears Policy
- Leaseholder Policy
- Repairs and Maintenance Policy
- Customer Home Improvement Policy
- Tenancy Management Policy.

Appendix 1: Rechargeable costs

Examples of rechargeable repairs are listed below.

Please note this is not an exhaustive list and merely an example of common rechargeable repairs.

Rates will be updated in line with latest versions of the National Housing Federation's Schedule of Rates.

Item	Rechargeable Item	UOM	National rate (inc. VAT)		Key for unit of measure (UOM)
					HR - per hour
1	Renew internal door	NO	£	153.68	NO - per number or each
2	Lock change dwelling - 1 door (Gaining access)	IT	£	82.88	IT - item
3	Lock change dwelling - 1 door (door open)	NO	£	29.36	LM - per linear metre
4	Renew external door	NO	£	671.83	SM - per square metre
5	Reglaze external door or window	NO	£	132.62	CM - per cubic metre
6	Board up smashed/broken window	NO	£	42.61	PR - per pair
7	Lock change garage door	NO	£	41.45	
8	Renew handrail to stairs - 4 LM	IT	£	126.72	
9	Renew WC cistern	NO	£	125.69	
10	Renew WC pan	NO	£	185.29	
11	Renew WC seat	NO	£	31.96	
12	Renew WC suite (close coupled)	NO	£	253.96	
13	Renew handbasin with pedestal and taps	NO	£	296.63	
14	Handbasin - renew pedestal only	NO	£	110.03	
15	Renew bath (1700mm steel and taps)	NO	£	614.88	
16	Renew bath panel (acrylic side)	IT	£	67.98	
17	Clear blockage to bath, basin or sink waste	NO	£	28.25	
18	Clear blockage to WC pan	NO	£	48.84	
19	Recharge - failure to keep agreed appointment	IT	£	40.86	

	One hour and inclusive of overhead for vehicle and fuel only			
20	Recharge - misuse of emergency repairs service	IT	£	40.86
	One hour and inclusive of overhead for vehicle and fuel only			
21	Renew kitchen sink (single drainer and taps)	NO	£	318.48
22	Staircase - renew spindle/baluster	NO	£	21.65
23	Renew kitchen unit (any type)	NO	£	199.15
24	Renew kitchen drawer unit	NO	£	401.56
25	Renew worktop	LM	£	70.51
26	Renew kitchen unit door (any type)	NO	£	77.03
27	Renew kitchen unit drawer	NO	£	75.52
28	Refix radiator	IT	£	59.17
29	Graffiti removal	SM	£	19.60
30	Property clearance	IT	£	Full cost of clearance
31	Clear POP (persistent organic pollutant) item	IT	£	60.00
32	Garden clearance (debris Only)	IT	£	Full cost of clearance
33	Remove white goods	NO	£	30.00
34	Fumigation/disinfestation work	IT	£	150.80
35	Renew internal window sill (UPVC)	LM	£	62.41
36	Clear blockage to drain (pressure jet) - one hour	HR	£	108.00
37	Electrical - rectify fault following alterations	HR	£	Full cost
	One hour and inclusive of overhead for vehicle and fuel only	IT	£	40.86
38	Staircase - renew newel post	NO	£	82.94
39	Renew outhouse door (timber batten door)	NO	£	259.03