



Recharge Policy

1. Introduction

Housing repairs and maintenance is one of the most important factors influencing overall tenant satisfaction within the Association and the services we provide.

An integral part of the repairs service is the Associations ability to recharge tenants for the cost of a repair where the Tenancy Agreement identifies that repair as the tenants' responsibility. This includes repairs which are attributed to negligence, wilful damage or accidental damage on the part of the tenant, a member of their household or a visitor to the home. This does not apply to wear and tear in the property.

The Association also needs to be able to recover rechargeable legal fees.

This policy should also be considered in conjunction with the Association's Maintenance Policy, the Void Management Policy, the Minimum Lettable Standard, the Arrears Policy & Procedures, the Complaints Policy and the Equal Opportunities Policy. A [Recharge Procedure](#) has also been created to assist with the process.

2. Objectives

The purpose of this policy is to ensure the Association minimises the loss of income through the prompt and effective recovery of rechargeable repair costs. Doing this effectively will help the Association to deliver an efficient, high quality, cost effective and professional service that meets the expectations of its customers.

The Association shall have [systems](#) and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both Association and tenant ensuring that audit trails exist in the rechargeable repairs systems.

Reporting systems will be in place to promote feedback to monitor the rechargeable repairs system; ensuring that we respond promptly to missed payments, establishing early contact if arrears persist and endeavouring to pursue full recovery of rechargeable repairs debt.

The Management Team and the Board will be advised on a regular basis on the number of repairs carried out and debt owed to the Association.

3. Landlord's legal obligations

The Association will complete all repairs as Landlord under the obligations of the tenancy agreement.

4. Tenant legal obligations

The tenant is responsible for all repairs that are not the Association's responsibility, or that result from the tenant's act of negligence.

If the Association employs a contractor to deal with a repair that is subsequently shown to be covered under the above clause, the Association will recharge the tenant.

The tenant will be recharged the full amount of the cost and VAT.

Where the tenant is responsible for the repair, the tenant may allow a competent person or contractor to reinstate the property their own cost, providing that the work meets the satisfaction of the Association.

5. Rechargeable Repairs

The tenant will be recharged in the following circumstances.

- Where the repair is the tenant's responsibility, or is found to be to tenant's own fixtures and fittings
- Where the tenant is not home when we attend on an Emergency Call Out
- The tenant declares an emergency when it is not an Emergency
- The damage is caused by the tenant, the tenant's household or visitors
- Repairs are caused by the negligence of the tenant
- Where the tenant incorrectly uses the equipment, **i.e. no credit in gas or electric meter**

6. Rechargeable Legal Fees

The tenant will be recharged in the following circumstances.

- Where the Association is required to instruct legal action due to non-payment of rent or any other breach of the tenancy agreement.
- Where the Association is awarded decree for legal costs and expenses.

6. Exceptions to the rule

There are circumstances that the Association may waive recharging the tenant.

- Where the work is for vulnerable tenants and some additional support is required.
- Where damage is because of vandalism and the tenant has reported this to the Police and a crime reference number obtained and the tenant co-operates fully in prosecuting the offender.
- Avoidance of **severe** hardship.
- **Lock change or damage to property due to domestic abuse.**

7. Insurance

Tenants will be encouraged at the point of tenancy sign up stage to take out home contents insurance.

8. Recovery of Recharges

Staff will seek to recover the costs from tenants in a manner which does not cause undue hardship. In appropriate cases, according to the circumstances of the tenant, staff will agree a payment arrangement to pay the charge over a period of time.

Recharges will be recovered from any monies due to the tenant in respect of any refunds which include any credit on rent account or payment due to tenant for improvements to their property.

The presence of recharges may be used by the association as a reason for refusal for transfer until the works are complete and recharges are cleared. Rechargeable repair debts may be written off in accordance with Ore Valley Housing Association's Write Off policy e.g. in situations where the debt is owed by a Former Tenant who is unable to be traced or where the level of debt is uneconomic to pursue.

This policy endeavours to meet best practice guidance to achieve best value.

Where an OVHA tenant has not looked after their home in accordance with the tenancy agreement and/or has accrued a debt (rent arrears, rechargeable repairs etc.), has consistently refused to co-operate with the Association and/or has been issued with written warnings served on them, the Association may withdraw that tenant's home from any rechargeable repair/non statutory repair and any programme of improvement works such as the renewal of kitchens, bathrooms, windows etc.

9. Equality and Human Rights

Ore Valley Housing Association is fully committed to equal opportunities and ensuring equality of treatment for all stakeholders, employees, customers and suppliers without discrimination or prejudice based on an individual's protected characteristics as defined in the Equalities Act as follows: -

- age
- disability
- gender identity¹
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sex
- sexual orientation

The Association will always seek to follow best practice to ensure that the above group needs are understood, considered and accommodated wherever possible.

10. Appeals

If a customer is unhappy with the decision on a rechargeable repair, they have the right to appeal within 14 days of receiving the notification letter. If after appealing the customer is still dissatisfied with the decision then OVHA Complaints Procedure should be followed by the customer, which is available upon request.

11. Performance Monitoring

In order to comply with our service commitments, OVHA will monitor the following areas:

- Number of rechargeable repairs carried out as a void repair
- Number of rechargeable repairs carried out as a reactive repair
- Total cost of rechargeable repairs
- Total income received from rechargeable repairs/recovery rate

Reviewed by: M Elder
Date Reviewed: August 2023
Next Review Date: August 2028

¹ The inclusion of gender identity as a characteristic goes beyond the confines of the Equalities Act which only recognises gender reassignment as a protected characteristic. This is referred to in our [Equality, Diversity & inclusion Policy](#).