

Tenant Recharge Policy

Version: 2



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1. Statement of Purpose

Aim

We aim to encourage residents to take responsibility for keeping their home in a good state of repair. We want to ensure that the repairs budget is spent wherever possible on repairs caused by genuine wear and tear. We want to ensure that resources are allocated fairly, and that as far as reasonably practicable, the costs of putting right disrepair arising by reason of neglect does not fall upon the majority of residents that look after their homes. This contributes to Connect's efficiency and Value for Money objectives.

Scope

The service outlined in this policy applies to all Connect Housing residents and licensees, both current and former. Contractors, colleagues and out-of-hours service operators are expected to comply with it.

Tenant Recharge Definition

There are a number of repairs which have to be undertaken and are outside the scope of the Tenancy or License Agreement. These types of repairs are usually as a result of misuse, abuse, neglect, wilful damage or carelessness, caused by the resident themselves, family, or visitors to their home and where they cannot be attributed to normal wear and tear or component failure, we expect residents to pay for these repairs in full or, alternatively, the resident may carry out the repair themselves.

A recharge will not be applied to the costs of repairing fair wear and tear or, if the damage has been caused by a crime – if the resident has reported the crime to the police and a crime reference number has been obtained (these types of repairs fall within the scope of the Tenancy or Licence Agreement).

2. Principles of the Recharge Policy

Connect Commitment: Repairs

The following extracts are relevant to recharges

"We will keep your home in a good condition by providing an efficient repairs service."

"We will make sure that your home is a safe place to live by keeping all of our responsibilities under the law."

"When you report a repair ... We will tell you if the repair is Connect's responsibility or yours."

“If the repair is your responsibility, our staff will offer advice on how you can get the work done.”

In order to maintain these commitments, Connect Housing will apply the following principles for rechargeable repairs:

- Encourage residents to take a responsible approach to prevent damage to their home and Connect Housing property. Connect Housing will enforce tenancy/licence conditions to reduce anti-social behaviour and achieve value for money.
- Will seek to recover costs for undertaking repairs to its properties that have occurred by accident, negligence or deliberately by residents or third parties.
- When a repair is identified as rechargeable, the resident will be given a verbal explanation and informed that they can request a review of the decision to recharge.
- For current residents, Connect will normally only carry out rechargeable repairs where these are necessary to safeguard the welfare of the occupants, or to ensure the property does not deteriorate further. In other cases, the resident will be given advice as to how they can arrange for the work to be done themselves. A post inspection by a Connect Housing contracted Surveyor may be requested. Connect, at its discretion, may agree to carry out the work at the request of the resident, where the resident agrees to pay for the work in full.
- Where an outgoing resident has given notice, and a pre-termination inspection has been carried out, the inspecting officer will provide a schedule of rechargeable repair works that the resident is expected to carry out prior to leaving their home. The schedule will also provide an estimate of the cost should the resident fail to carry out those works and Connect has to do them instead.
- For former residents, usually where Connect is refurbishing a property prior to it being re-let to new residents, Connect will draw up a detailed schedule of the rechargeable works and costs, on which the recharge invoice will be based.
- Where possible Connect Housing colleagues or contractors will obtain photographic evidence which may be used as evidence in recovery procedures.
- Connect Housing have the discretion to negotiate payment terms in cases of severe hardship. Any payment arrangements extending beyond 6 months duration must be authorised by a member of Management Group. In practice, this is likely to result in the value of works done being limited to what the resident can reasonably be expected to pay over that period. As a rule of thumb, this would start at £160+VAT.

- Residents will be charged the cost of implementing the repair including Value Added Tax (VAT). The cost may include Connect's reasonable administration costs for organising the repair work, which are usually levied at 15% of the cost of the work, capped at a maximum of £250. Connect Housing colleagues and its contractors are responsible for deciding how many components are needed to be repaired and recharged. Connect Housing will advise the resident of the estimated cost of the work, prior to ordering the repair.
- Replacement keys will be charged at the current cost plus VAT, plus a £10 administration fee, plus VAT.
- Connect Housing will recharge leaseholders for any repairs carried out that are rechargeable and not covered by the individual agreement.
- Colleagues have discretion to waive recharges in exceptional circumstances, bearing in mind Connect's values. The waiving of costs above £250 must be approved by a manager.
- Connect Housing reserves the right to investigate the circumstances surrounding any damage and a recharge value may be applied if it is considered reasonable to do so.

3. Equality and Diversity

Connect Housing aims to operate a repairs service which is fair and accessible to all. The recharge policy should be applied sensitively, taking the following factors into account:

- Residents with certain disabilities may inadvertently cause more damage to their home than others. "Fair wear and tear" should be considered more flexibly in such cases.
- Residents with disabilities (and families with young children) may suffer disproportionately if a rechargeable repair is not carried out. This should be considered when agreeing an appropriate deposit and/or repayment plan before agreeing to carry out the repair.

4. Immediate risks to health and safety

Where there is an immediate risk to the health and safety of the resident, their household or neighbours, a temporary repair should be carried out. Immediate risks to health and safety may include the following:

- gas/electrical faults
- flooding and any resultant damp or mould growth
- insecure doors or ground floor windows

- structural faults, trip hazards or dangerous protuberances, which could lead to a personal injury claim

5. Recharge Collection

Recharges should be collected according to the procedures laid down in the Rechargeable Repairs Debt Collection Procedure.

6. Non-Payment Actions

Connect Housing reserves the right to enforce tenancy/licence conditions if the current resident fails to pay the debt in full as agreed. If necessary, Connect Housing will take legal action to achieve payment, this may impact on the security of the tenancy/licence.

Connect Housing reserve the right, where there is an outstanding debt to:

- refuse a current resident to transfer or to carry out a mutual exchange, or
- refuse to provide a reference for another landlord, or
- declare a debt in any reference provided.

Connect Housing also reserves the right to refuse non-essential planned maintenance and/or improvement works, where there is an outstanding debt.

7. Challenging decisions to recharge

If a resident is not satisfied with a response or service they have received concerning a rechargeable repair, they can:

- Query the decision with the relevant manager.
- Make a formal complaint (see leaflet "How to Make a Complaint").

Appendix:

A: Version

History

Version	Date	Summary of Changes
2	March 2022	Removed reference to Connect Residents' Federation (CRF)
1	January 2016	