



## Recharge Policy

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## 1. Purpose

The purpose of this policy is to set out the circumstances when North Devon Homes (NDH) will make a charge to a customer or organisation for undertaking works or other services; how we will communicate this to them and the expectations about repayment.

The term recharge refers to the recovery of costs incurred by the company outside our expected obligations. This can include repair items beyond our usual repairing obligations or requiring legal enforcement of tenancy terms.

This policy covers the following areas:

- The recovery of costs incurred undertaking repairs that were caused by neglect; accidental damage or misuse of a property by the customer; their family or anyone visiting their home.
- The recovery of costs undertaken to return a property to a standard following unauthorised alterations or removal of waste or personal belongings when a property becomes void, or whilst occupied.
- The recovery of costs undertaken as part of longer term planned maintenance works. This would apply to leaseholders as a condition of their lease.
- The recovery of costs ordered by the Court as a result of legal fees we have had to incur enforcing a term of the tenancy agreement
- The recovery of costs incurred by our contractors, which is passed onto us, as a result of no access being provided for us to carry out servicing or repairs to a property.
- The recovery of costs incurred by us in putting right damage caused by a contractor, a third-party person or organization employed by the customer.
- The recovery of costs incurred by missed confirmed appointments.

## 2. Principles

The following principles will apply to this policy:

- It will be open, fair and transparent
- It will reflect the current standards of operation and will be reviewed whenever industry standards, legislation or guidelines change
- It will promote consistency in the approach to rechargeable repairs
- It will incorporate views taken from customers, staff, and Board members
- It will be realistic, achievable and promote value for money.

### 3. Review

We will review this policy at least once every two years to ensure that it continues to meet best practice and remains fair and reasonable.

Alternatively, the policy and all associated procedures will be reviewed immediately following any relevant change to regulation or legislation.

### 4. Responsibilities

Responsibility for ensuring that this policy is reviewed and implemented will be delegated to the Head of Customer and Housing Services.

Detailed procedures will be developed and maintained by the Customer Service Manager in line with this policy.

### 5. Scope

This policy applies to North Devon Homes, including any of its subsidiary companies (collectively referred to as the 'Company').

### 6. Policy Statement

#### **6.1 Providing timely information and advice to customers who incur a recharge.**

Where we need to raise a recharge we will provide timely and clear information to the person or organisation to be charged. This could include some or all of the following:

- If it is identified as a rechargeable item from the outset, we will inform the person or organisation of the need to raise a charge at that point and explain why they are liable for the cost.
- When a repair is reported outside of normal working hours, customers will be advised that a recharge might be applicable if the repair is not considered an out of hours emergency, e.g. no electricity credit on a meter, or a minor (containable) leak being reported as a major leak.
- If a rechargeable item is identified during a home visit or a pre void inspection (where something needs to be made safe or put right) then we will explain this during the visit and confirm in writing the estimated cost to carry out the works.

- If the cost of the recharge is known we will also inform the person or organisation at that time. With repair items which are commonly recharged, such as a lock change due to the loss of a key, we will use an agreed menu of charges (these charges are shown in Appendix 1 of this policy and will be updated from time to time).
- We will confirm the recharge in writing, along with the cost, if known. We aim to raise an invoice as soon as possible for the charge. This will usually happen within a month but in more complex cases could take longer to organise and will have a covering letter setting out the repayment methods available to clear the debt.
- Where a recharge is for the replacement of a major item of work such as a kitchen the recharge will ordinarily be calculated as a proportion of the remaining life of that item. For example, if a customer has had a new kitchen installed and then moves out of that property. If there has been significant damage done to the kitchen to the extent where new one is required the customer would be charged as follows:
  - Lifecycle of kitchen = 20 years
  - Remaining lifecycle = 20-5 = 15 years
  - % remaining lifecycle =  $15 \div 20 \times 100 = 75\%$
  - Recharge to customer = cost of replacement kitchen x 75%.

## **6.2 Are customers able to organise the works to put right the damage or neglect themselves?**

Where a repair is identified as the responsibility of a customer or organisation, and where it would be safe and appropriate, they will have the option to arrange for the remedial work to be undertaken by themselves or another contractor.

The customer or organisation will be responsible for these costs, including materials and/or labour and/or associated professional fees. If this option is taken up we will need to arrange an inspection of the completed work to ensure it is finished to a satisfactory standard. If the remedial works undertaken are sub-standard will need to complete the repair we will include the cost of the inspections as part of the overall charge.

## **6.3 How will we recover the costs of the recharge?**

The amount we raise as a recharge will be fair, reasonable and reflect the costs we have incurred. We believe that it is on balance more reasonable to expect those that have caused any damage to our property to repay this than to expect this to be covered by the rent of other customers.

With any repair or non-access related recharge we will include a 10% charge, on top of the repair cost to cover our administration and processing costs. The cost of this administrative charge will be capped at £50. These charges will be subject to VAT at the standard rate.

We will offer a range of payment methods to make repayment as straightforward as possible. In addition, we will offer repayment schedules that are reasonable and affordable.

Where the customer has other debts, such as rent arrears, then this debt should be cleared as a priority before the recharge.

If the debt is not cleared within the first 28 days, we will seek to recover the outstanding debt in line with our normal debt recovery procedures.

With recharges, if no regular payment schedule is met, this may result in an application to the Small Claims Court for a court order. If this order is not complied with we may employ debt recovery agents who may use distraint (seizure of goods) to recover the debt. This final option will be a last resort and only approved by a manager within the company.

#### **6.4 Temporary withdrawal of certain services**

Whilst a customer has an outstanding recharge debt we will normally withdraw a limited number of services until the debt is clear. This approach is also applied for any customer in rent arrears. The list of services that may be withdrawn is shown in Appendix 2, and may be updated from time to time.

## **7. Consultation**

### **Who has been consulted in developing the Policy?**

<b>Date</b>	<b>Consultation methodology</b>	<b>Challenge / impact / result</b>
9.12.22	C90 Customer Board Partnership group	For the policy to be reviewed every 2 years

## 8. Equality Impact Assessment

### 8.1 Identify potential impact on each of the diversity “groups”

Strand	No impact	Negative impact	Positive impact	Comments / evidence
Race	x			Flexibility is provided to the manager on any charging decisions where racial / harassment may be an element. Or where a repair is the result of a physical disability  Social and financial inclusion is not promoted by incurring debts. We would like to see customers deal with their own repairs for which they have a legal responsibility
Disability	x			
Gender	x			
Gender Reassignment	x			
Sexual orientation	x			
Religion or belief	x			
Age	x			
Rural issues	x			
Social Inclusion issues		x		
Pregnancy and maternity	x			
Marriage and civil partnership	x			

### 8.2 Does the Policy promote equality of opportunity?

N/A

### 8.3 If “adverse impact” identified in the table above, please state how this policy addresses this.

All customers, irrespective of any particular characteristic, have a legal responsibility to pay their own bills. The impact may be significant in some cases for those who are on very low incomes and those for whom a disability may cause damage to a property. Those with disabilities may have access to more than one route for the repair.

### 8.4 A full Equality Impact Assessment is required for this policy.

### 8.5 If suggestions for improvement have been suggested, what should the positive outcome be for North Devon Homes’ customers and stakeholders?

<b>Next review date:</b>	<b>Responsible Officer</b>
Every two years January 2025	Lindsey Eastman
	<b>Related Documents</b>
	Rent Collection and Arrears Policy



## Appendix 1

### Recharges Menu Pricing

#### Doors and Windows

- To change a door Lock (Barrel) in UPVC Door £38 + Admin & VAT = £50.00
- Key snapped in the lock & able to extract it £25 + Admin & VAT = £33.00
- To Gain Entry to a property (keys are inside) £55 + Admin & VAT = £73.00
- Board up a Door/window & measure for new glass £40 + Admin & VAT = £53.00
- Re Glaze 1 pane of glass from a UPVC door £100 to £150 + Admin & VAT = £198.00 Maximum
- Re-Glaze a double glazed window (small to medium size) £50 to £100 + Admin & VAT = £132.00 max
- Renew an internal Door £125.55 + Admin & VAT = £166.00

#### Drains and Plumbing

- Replace broken TRV's to radiator £41.39 + Admin & VAT = £55.00
- Water leak found to be washing machine or dishwasher connection £25.00 + Admin & VAT = £33.00
- Unblock a WC £25 + Admin & VAT = £33.00
- Unblock Drains (Spirebourne) OOH Callout (Sat or Sun 1<sup>st</sup> hour) £150 + VAT = £180.00
- OOH Hourly rate after the 1<sup>st</sup> hour = up to £50 + VAT = £60.00 p/h
- Unblock Drains (Spirebourne) working day (call out for 1<sup>st</sup> hour) £80 + VAT = £96.00
- Hourly rate after the 1<sup>st</sup> hour = £40 + VAT = £48.00 p/h
- Repair a chip in the bath or basin £160 + Admin & VAT = £211.00
- OOH call out £52.70 per hour

#### H2H

- Renew 1m length of kitchen worktop £36.38 plus Admin & VAT = £49.00
- Renew acrylic bath panel £50.12 plus VAT & Admin = £66.00
- OOH call out £80 plus materials

#### Electrics

- Change a light bulb £25 + Admin & VAT = £33.00
- Change a kitchen or Bathroom light fitment to an LED (no bulbs needed) £58.62 plus VAT & Admin = £77.00
- Replace an electric socket front cover or light switch cover plate £25.00 + Admin & VAT £33.00
- Faulty Appliance caused Fuse board to Trip the switch £25.00 + Admin & VAT £33.00
- No Gas on the Meter £35 + Admin & VAT = £46.00

- OOH call out £52.70 per hour

#### Missed Confirmed Appointments

- Staff missed appointments £25 + Admin & VAT = £33.00
- Legal Letters £25 + Admin & VAT = £33.00
- Chimney Sweep Visit £60 + Admin & VAT = £79.00
- All Contractors
- Day Site Inspection (to make safe) £35 + Admin & VAT £42.00
- OOH Site Inspection (to make safe) £50 + Admin + VAT = £66.00

#### Garages (H2H)

- Gain Entry £27.15 + Admin & VAT = £36.00
- Gain Entry & Lock Change = £62.00
- Lock Change £25 + Admin & VAT = £33.00
- Clearance & Disposal (1 1/2hr labour) £53.28 + Admin & VAT = £70.00.

## Appendix 2

### List of services that may be withdrawn until the debt is cleared

We will ordinarily expect the debt to be cleared before we approve:

- A move to another property (be it a transfer or exchange)
- Consent to carry out any alterations to the property including satellite television
- Consent to keep a pet at the property