



## Recharge Policy

# CONTENTS

Purpose	2
Principles	2
Review	2
Application	2
Policy Statement	3-6
Implementation	5
Equality Impact Statement	6
Appendix 1: Recharges Menu Pricing	8
Appendix 2: List of services that may be withdrawn until the debt is cleared	10

## 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 organization for undertaking works or other services; how we will communicate this to them and the expectations about repayment.

## 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 provide value for money

## 3. Review

We will review this policy at least once every 3 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. Application

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

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

This includes covers the following areas:

- The recovery of costs incurred undertaking repairs that are were caused by neglect; damage or misuse of a property by the tenant; their family or any visiting their home

- 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 or a third party person or organization.

## 5. Policy Statement

### 5.1 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.
- If a rechargeable item is identified during a home visit (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 may be updated from time to time).
- We will confirm the recharge and level of the costs we are recovering in writing
- We aim to raise an invoice as soon as possible for the charge. This will usually happen within a fortnight 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 there are other debts owing to us, in addition to the recharge, we will highlight the total cost of all these debts.

## **5.2 Are customers able to organize 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. 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.

## **5.3 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 reasonable to expect those that have caused any damage to our property to repay this cost and not be covered by other residents through their rent payments.

With any repair or non-access related recharge we will include a 10% charge, on top of the repair cost to cover our administration costs. The cost of this administrative charge will be capped at £100. These charges will be also subject to VAT.

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.

We will also encourage customers and organisations to repay the debt quickly by waiving the administration costs if full payment is received within 28 days of the date of the invoice or if an acceptable repayment schedule has been agreed within this period and payment continue to be made as agreed until the debt is cleared. If the repayment schedule is not met we reserve the right to reinstate the administrative charge where appropriate.

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.

#### **5.4 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.

### **6. Implementation**

The Head of Housing Services is responsible for monitoring and review of this policy.

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

## 7. Equality Impact Assessment

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

Date	Consultation methodology	Challenge/impact/result
9.5.2018	C90 Customer /Board group	Not to postpone certain repair works whilst there is an outstanding recharge
27.4.2018	Specific customer focus group	Not to postpone certain repair works whilst there is an outstanding recharge

### 7.2 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	
Disability	x				
Gender	x				
Gender Reassignment	x				
Sexual orientation	x				
Religion or belief	x				
Age	x				
Rural issues	x				
Social Inclusion issues		x			Social and financial inclusion is not promoted by incurring debts. We would like to see tenants deal with their own repairs for which they have a legal responsibility
Pregnancy and maternity	x				
Marriage and civil partnership	x				

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

N/A

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

All tenants, 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.

**7.5 A full EIA is not required for this policy.**

**7.6 If suggestions for improvement have been suggested, what should the positive outcome be for North Devon Homes' customers and stakeholders?**

<b>Next review date: June 2021</b>	
Every three years Next review date:	
<b>Author</b>	<b>Related Documents</b>
	Rent Collection and Arrears Policy



## Appendix 1

### Recharges Menu Pricing

#### Doors & 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 & 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

#### 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
- Replace Downpipe or Guttering £

#### 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

Missed Confirmed Appointments £25 + Admin & VAT = £33.00

- Chimney Sweep Visit £60 + Admin & VAT = £79.00
- All Contractors
- Day Site Inspection (to make safe) £25 +Admin & VAT £33.00
- 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 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
- Offer of a Tenants Improvement Grant