



RECHARGE POLICY

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Prepared By

Document Owner(s)	Organisation Role
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Manual Version Control

Version	Date	Author	Change Description
1.0	May 2016	SB	Revised and Updated Policy 2016
2.0	October 2018	JD	Amendments and Revisions to policy 2018

1. Our policy is:-

- 1.1 To seek appropriate payment or compensation from residents who, have made repair requests outside of Pickering and Ferens Homes (PFH) repairs policy or through their own action or inaction, have necessitated a chargeable repair or service to their property or communal area.
- 1.2 To recharge residents where we have incurred other costs as a result of something a resident has done, or not done.

2. It applies to:-

- 2.1 Recharges made in respect of PFH:
 - Residential properties whether currently tenanted or have subsequently become empty
 - Communal and external areas
- 2.2 Recharges will be the responsibility of our residents irrespective of the origin of the rechargeable work.
- 2.3 It does not apply to costs recharged to residents through service charges.

3. Because we want to.....

- Promote a responsible attitude by residents towards their property by ensuring that costs are pursued from those who are negligent or deliberately cause damage
- Ensure we manage recharges effectively, fairly and accurately
- Recover the costs of recharges from current and former residents
- Maximise income by the recovery of debts owed relating to rechargeable items and demonstrate value for money

4. Rechargeable Repairs

4.1 Resident responsibilities

4.1.1 Residents are required under their Letter of Appointment to keep their property in a reasonable condition and to leave their home clean and tidy when they end their tenancy.

4.1.2 The Letter of Appointment also:

- Tells residents that they may be charged for the cost of making good any damage they have caused
- Outlines which repairs are the resident's responsibility. (Appendix A defines repairs that are PFH responsibility, and those that are the resident's responsibility)

4.1.3 Residents are responsible for ensuring prompt payment of recharges i.e. within 21 days of the date of invoice and covering letter (Appendix C)

4.2 What will be recharged – repairs/reinstatement

4.2.1 We will apply a recharge for repair or reinstatement work where something is:

- Broken
- Damaged
- An unauthorised alteration
- Missing or
- Caused by resident's neglect, misuse or inaction

4.2.2 We reserve the right to recharge for missed appointments. This is where residents do not give PFH prior notice of the need to cancel their pre-arranged appointment or if a resident abuses the emergency appointment system by deliberately providing misinformation to gain a quicker response. Each case will be considered individually, and a recharge only applies if authorised by the Customer Support Team Leader.

4.3 Costs and timescales – repairs / reinstatement

4.3.1 When PFH identifies a recharge, the resident will be advised of the approximate cost. This will only be an estimate and the cost could vary subject to work conditions to complete the work correctly. Please refer to Appendix B for common examples.

4.3.2 We will give residents the opportunity to undertake the remedial work themselves and agree appropriate timescales on a case-by-case basis. However, the works should only be carried out by a competent person who is able to complete the works to an acceptable standard.

4.3.3 We reserve the right to inspect any work carried out. Where it fails to meet our current standards or if work is not carried out within agreed timescales, we reserve the right to recharge for any remedial work required.

4.3.4 Where residents ask us to carry out work on their behalf they must pay the cost of the recharge in full before we start the work – these types of work are highlighted in Appendix B.

4.3.5 However, we will always carry out a repair at the time and recharge later, if it is identified that:

- The repair is required for health and safety reasons
- The damage is detrimental to the appearance of the neighbourhood, for example, a boarded window
- The damage has been caused to a communal or external area
- A lack of remedial action would lead to further damage
- The home is empty and the former resident is no longer living in the property

5. Other Recharges

- 5.1 We reserve the right to recharge residents where we incur other costs as a result of something the resident has done, or not done.

6. Costs and Recovery

6.1 How costs are calculated

- 6.1.1 Photographs will be taken, where applicable, before the repair or service is undertaken to formally record and prove the need for the recharge and for the work to be carried out.
- 6.1.2 Charges for rechargeable repairs will be based on what it costs PFH to put it right, this will include materials and labour from the agreed PFH Schedule of Rates and other associated costs.
- 6.1.3 Charges for services (e.g. property clearance, rubbish removal) will be based on the actual costs charged by the contractor involved.
- 6.1.4 When missed appointments are charged back to the association, or there has been abuse of the emergency repairs system, these costs will be applied back to the resident as a recharge where we deem appropriate.
- 6.1.5 VAT will be charged where applicable.

6.2 If we invoice residents later.....

- 6.2.1 We will contact residents to outline the costs of the recharge. We will also highlight that a repayment agreement, to pay the amount owed in relation to rechargeable items, can be arranged if necessary.
- 6.2.2 In cases of non-payment, we will take recovery action when all avenues have been exhausted and may appoint a debt collection agency if the debt is deemed to be of high value.
- 6.2.3 If residents have one unpaid recharge we will not carry out any further rechargeable works until the initial recharge is paid in full. This does not apply in the case of emergencies or health and safety issues. In such cases a cumulative recharge account will be maintained.
- 6.2.4 We reserve the right to include the cost of collection where we incur additional costs due to non-payment.

6.3 Appeals

- 6.3.1 Anyone in receipt of a recharge has the right to appeal against it, whether it is with regards to the validity of the recharge or the actual amount being charged. In order for the appeal to be considered it must be submitted within 90 calendar days from the date of the recharge notice and notified directly to our Customer Support Team.

6.4 Taking individual circumstances into account

6.4.1 We may, in exceptional circumstances, agree that a resident does not have to meet the full cost of a recharge.

6.4.2 'Exceptional circumstances' are classed as:

- Vandalism or damage by a third party if a criminal offence has been committed and action is being taken against the person responsible (we would normally expect that this action would include the person being charged to put right the damage);
- Where forced entry has taken place due to concerns about the well-being of the resident;
- Where the damage is caused as a result of domestic violence and pursuing the perpetrator could place the victim at increased risk of further harm;
- Works required as a direct result of a resident's illness or disability.

6.4.3 The association holds resident insight information regarding the above characteristics where we have been made aware of it. The association also holds third party agreements from carers / family members / friends who often contact PFH on behalf of the resident to assist with dementia / disability / vulnerability issues etc. which assists us in ensuring we give the best service to the resident and can take the above characteristics into account.

7. Reducing the occurrence of recharges

7.1 We will carry out inspections of properties to ensure residents are looking after their homes. Cases of damage and / or neglect will be recorded and followed up. We will help residents who need support to maintain their tenancy.

7.2 We will provide information on recharges to current and prospective residents through the Resident Handbook, via our website and during sign up meetings. Full copies of the policy are also available on request.

7.3 We will promote the availability of low cost home contents insurance to new and existing residents. Residents will be encouraged to take out household insurance.

7.4 We will contact residents with multiple recharges to see if there are any underlying causes for the recharges and if there is anything we can do to help.

8. Making sure we do what we say

8.1 The Finance and Risk Manager has overall responsibility for this policy, but our Directors (through operational managers) will make sure it is implemented on a day-to-day basis.

8.2 All staff are responsible for identifying and processing recharges in accordance with this policy.

8.3 We will monitor this policy through a suite of performance indicators including:

- Percentage of recharges recovered from residents (CASH)
- Percentage of recharges recovered from residents (VOLUME)
- Appointments kept as a percentage of urgent and routine appointments made

8.4 These performance indicators are reported and discussed at monthly performance improvement meetings and at Board of Trustees meetings.

9. Associated Policies and Procedures

9.1

- Domestic Violence Policy
- Allocations Policy
- Transfer and Mutual Exchange Policy
- Health and Safety Policy
- Resident Handbook (includes improvement request procedure)
- Rent and Service Charge Arrears Management Policy
- Neighbourhood and Community Policy
- Pet Policy
- Recharge Procedure
- Repairs and Maintenance Policy
- Letter of Appointment
- Value for Money Strategy
- Applicant and Resident Data Protection Statement

10. Review Interval

10.1 We will review this policy again in three years' time or sooner if anything changes.

PFH responsibilities	Resident Responsibilities
Electric, Gas and Water Installations and appliances	Replacement of light bulbs (not fluorescent or bulbs in sealed fittings, security lights). Additional electric sockets requirements. Venting kit for tumble driers.
Cooker points that are existing	Alternative cooker point than existing
Drains, Gutters and Pipework including unblocking of drains/ sinks.	Blocked drains or sinks that are caused by the resident, including wet wipes. Plumbing for washing machines or dishwashers
Internal Structure, plasterwork, walls, doors wall tiling, ceiling and floor. Works in relation to Fire Risk Assessments to bring into line with legislation.	Laminate floor coverings, when fitted by residents. Internal decoration, except when disturbed during major repairs. Adjusting <u>internal doors</u> due to new carpet installation
External fabric of building including windows, doors, brickwork, roofs and chimneys	External structures owned by the resident, e.g. shed, greenhouse.
Kitchen and bathroom general wear and tear	
Reglazing generally or if as a result of vandalism if a crime number is provided.	Reglazing that isn't as a result of wear and tear
Front and Rear Door locks Communal shed locks if wear and tear	Replacement lock and/or keys if lost or stolen to doors within the property. All replacement locks to individual sheds Additional keys
Boundary walls, gates and Fencing	Garden pond maintenance and filling in of same
Paths to property	
Hardstandings provided by PFH	Hardstandings provided by the resident
Clothes posts	Line to clothes posts
Rotary driers to communal areas	Rotary driers in individual gardens
External painting	
Brick and timber sheds that are owned by PFH	
Communal TV Aerials and satellite dishes	Individual aerials and satellite dishes
Door entry systems	
Communal stairwells, lighting and general area maintenance	

This list is not exhaustive

List of Rechargeable Repair Examples

Minor Repairs					
Item	Repair	Re-charge	Yes/No	Estimated Cost	Pay in advance?
1	Supplying and fitting of bulbs to light fittings (not fluorescent lights, bulbs within sealed units, security lights).	Full Cost	Yes *	£36.00	Yes
2	Renewing washing lines or rotary driers.	Full Cost	Yes	£50.00	Yes
3	Cost of additional house keys.	Full Cost	Yes	£8.00	Yes
Repairs caused by damage, misuse or negligence					
Item	Repair	Re-charge	Yes/No	Estimated Cost	Pay in advance?
4	Gaining access to the dwelling to carry out repairs (resident not permitting access e.g. gas servicing).	Contractor time only	Yes	£110.00	No
5	Unblocking sink or drain (blocked by resident putting fat down the sink or drain).	Full Cost	Yes	£48.00	No
6	Replacement of locks and/or keys (if lost or stolen)	£100 Cap	Yes	£220.00	No
7	Re-glazing of windows and doors (damaged by misuse).	Full Cost	Yes	£120.00	No
8	General damage because of misuse/negligence (e.g. internal doors and walls).	Full Cost	Yes	£100.00	Yes
On termination of licence					
Item	Repair	Re-charge	Yes/No	Estimated Cost	Pay in advance?
9	<u>Clearing</u> property of furniture - unoccupied properties.	Full Cost	Yes	£300.00	No
10	<u>Cleaning</u> property - unoccupied properties.	£100 Cap	Yes	£200.00	No
11	Failure to return full complement of keys (supported by PFH key movement records)	£100 Cap	Yes	£220.00	No
Letter of appointment					
Item	Repair	Re-charge	Yes/No	Estimated Cost	Pay in advance?
12	Removing, repairing or bringing up to reasonable standard any unauthorised alterations or additions made to the property.	Full Cost	Yes	TBD	No
13	Any alterations made that contravenes PFH Health and Safety standards or pose Fire Safety risks to the property	Full Cost	Yes	TBD	No
14	Cleaning the property if deemed to be in	Full Cost	Yes	£250.00 -	No

	an unsatisfactory state (during appointment) – Occupied Properties. e.g. heavy nicotine damage			£500.00	
Resident Handbook					
Item	Repair	Re-charge	Yes/No	Estimated Cost	Pay in advance?
15	Internal Transfer/mutual exchange – Cost of cleaning, redecoration, reinstatement of unauthorised alterations etc. – if required.	Full Cost	Yes	TBD	Yes
16	Moving into Residential Care / Alternative accommodation / Death of resident - Cost of cleaning and the reinstatement of unauthorised alterations etc. – if required.	Full Cost	Yes	TBD	No
Other					
Item	Repair	Re-charge	Yes/no	Estimated Cost	Pay in advance?
17	Repeatedly not allowing access for appointments made for necessary works to be undertaken. This could include legal costs in addition to labour costs.	Full Cost	Yes	TBD	No

* This item to be re-charged to the resident unless there is absolutely no assistance available to the particular resident(s) or that by carrying out this item of work themselves it may be deemed to be a health and safety risk.

Ref: o/no XXXX

Date:

Address

Dear Mr/Mrs/Ms/Miss

Re: Recharge for repairs

It is the association's Policy to recharge the costs of all repairs that are the responsibility of the resident.

You will find enclosed a Pickering & Ferens Homes reimbursement invoice and the corresponding copy of the invoice from our contractor amounting to **£xxx.xx** together with a description of the work that was carried out.

The association has paid this amount on your behalf and I am requesting that you reimburse the association within the next 21 days.

All cheques should be made payable to Pickering and Ferens Homes. You should quote your name, address and the reference number found at the top of this letter, on the back of the cheque. Alternatively payment can be made by card over the phone by calling the telephone number below. Please state that you wish to pay a recharge invoice and quote the invoice number provided to you.

If you are going to have difficulties in paying this amount or wish to discuss the matter further, please do not hesitate to contact our Customer Support Team on 01482 223783.

Yours sincerely,

Finance and Risk Manager
Pickering and Ferens Homes.

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