

# **RECHARGE POLICY**

## **OCTOBER 2024**

# Prepared By

Document Owner(s)	Organisation Role		
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# **Manual Version Control**

Version	Date	Author	Change Description	Approved by	Date
1.0	May 2016	SB	Revised and Updated Policy 2016		
2.0	Oct 2018	JD	Amendments and Revisions to policy 2018		
3.0	Oct 2021	SK	Amendments and Revisions to policy 2021	SLT	26 Oct 2021
4.0	Oct 2024	SR	Amendments and Revisions to policy 2024		

## 1. Our policy is:-

- 1.1 To seek appropriate payment or compensation from current or former 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 licensed or have subsequently become empty
  - Communal and external areas
- 2.2 Payment for rechargeable work will be the responsibility of our residents irrespective of whether remedial works are organised by the resident or PFH.

### 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
- Minimise the cost of carrying out work which is not our responsibility which would otherwise be passed on to our residents.

## 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's responsibility, and those that are the resident's responsibility)
- 4.1.3 Residents are responsible for ensuring prompt payment of recharges i.e. within 28 days of the date of invoice and covering letter

#### 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
  - 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 repairs system. In the case of emergency repairs this may be by deliberately providing misinformation to gain a quicker response. In the case of all repairs, this may be spurious callouts to issues that prove to be not required. Each case will be considered individually, and a recharge only applies if authorised by the Head of Service.

### 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 the extent of the works required to complete the job to a satisfactory standard. Please refer to Appendix B for common examples.
- 4.3.2 Where possible, 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. PFH should be notified of who is carrying out the work in advance of it taking place.
- 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 we may request that theymust 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 could 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. This could include, the repair or replacement of telecoms equipment such as assistive technology including, but not limited to, Telecare and PFH Connect.

## 6. Costs and Recovery

#### 6.1 How costs are calculated

- 6.1.1 Where possible, photographs will be taken 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 approved contractors, typically using the NHF 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. An agreement would normally be in place for a maximum period of 12 months. Where this is still considered unaffordable, an income and expenditure assessment will be completed, which may result in a longer payment arrangement.
- 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 or pursue the debt through the Courts.
- 6.2.3 If residents have one unpaid recharge, with no payment plan in place, we will not normally 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. We will consider reasonable adjustments required for residents who may need them.

6.2.4 We reserve the right to charge any costs incurred by PFH as a result of non-payment of recharges to the resident.

#### 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. The recharge appeal will be considered by a Head of Service.

### 6.4 Taking individual circumstances into account

6.4.1 We may, in some circumstances, agree that a resident does not have to meet the full cost of a recharge, for example for works required as a direct result of a resident's disability

#### 6.4.2 Other circumstances could also include:

- 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.
- ➤ Where residents have no wider support network available and PFH deem that by expecting the resident to carry out the repair themselves this may create undue health and safety risks, PFH may opt not to apply a recharge.
- 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 – details of inspection processes can be found in the Pre and Post Inspection policy. 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 Head of Finance has overall responsibility for this policy. Our operational managers will ensure that it is implemented on a day-to-day basis. Our Directors will provide challenge and scrutiny to the process.
- 8.2 All staff are responsible for identifying and processing recharges in accordance with this policy.
- 8.3 An annual report will be prepared and presented to the SLT at the end of each financial year, detailing all recharges that have been made in line with the recharge policy.
- 8.4 We will also monitor this policy on a regular basis through a suite of performance indicators including:
  - Percentage of recharges that are recovered from residents
  - > Average value of recharges made
  - > The reasons for the recharges applied
  - Number and value of contractor invoices received for rechargeable work versus the number and value of recharges raised to residents.
- 8.5 These performance indicators will be reported at an appropriate operational level.

### 9. Associated Policies and Procedures

9.1

- Domestic Violence Policy
- Allocations Policy

- ➤ Health and Safety Policy
- > Resident Handbook (includes improvement request procedure)
- Rent and Service Charge Arrears Management Policy

- Estate Inspections Policy
- Pet Policy
- > Recharge Procedure
- > Repairs and Maintenance Policy
- Pre and Post Inspection 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 October 2027.

DEH recognibilities	Pacident Peanancibilities
PFH responsibilities Electric, Gas and Water Installations and	Resident Responsibilities  Replacement of light bulbs (not
	,
appliances	fluorescent or bulbs in sealed fittings,
	security lights).
	Additional electric sockets requirements.
Cooker points that are evicting	Venting kit for tumble driers.
Cooker points that are existing	Alternative cooker point than existing
Drains, Gutters and Pipework including	Blocked drains or sinks that are caused
unblocking of drains/ sinks.	by the resident, including wet wipes.
	Plumbing for washing machines or
Internal Ctrusture plantamyork wells	dishwashers
Internal Structure, plasterwork, walls,	Laminate floor coverings, when fitted by
doors wall tiling, ceiling and floor.	residents.
	Internal decoration, except when
	disturbed during major repairs.
	Adjusting internal doors due to new
External fabric of building including	carpet installation  External structures owned by the
windows, doors, brickwork, roofs and	External structures owned by the resident, e.g. shed, greenhouse.
chimneys	Draught excluders (provided doors and
Chilinieys	windows fit properly)
Kitchen and bathroom general wear and	Provision of plugs and chains to sinks
tear (including replacement toilet seats	and bath.
where damaged through wear and tear)	and batti.
Reglazing generally or if as a result of	Resident breakages
vandalism if a crime number is provided.	Trooldon broakagoo
Front and Rear Door locks	Replacement lock and/or keys if lost or
Communal shed locks if wear and tear	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	Sheds that are the responsibility of the
by PFH	resident.
Communal TV Aerials and satellite	Individual aerials and satellite dishes
dishes	
Door entry systems	Doorbells
Communal stairwells, lighting and	
general area maintenance	

This list is not exhaustive

# List of Rechargeable Repair Examples

	r Repairs				<b>.</b>
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	£16.60	Yes
2	Renewing washing lines or rotary driers.	Full Cost	Yes	£50.00	Yes
3	Cost of additional house keys.	Full Cost	Yes	££12-£24 per key	Yes
Repai	irs caused by damage, misuse or neglig	ence			
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	£25.60	No
6	Replacement of locks and/or keys (if lost)	£100 Cap	Yes	£260.00	No
7	Re-glazing of windows and doors (damaged by misuse).	Full Cost	Yes	£140.00	No
8	General damage because of misuse/negligence (e.g. internal doors and walls).	Full Cost	Yes	£150.00	Yes
On te	rmination 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	Cleaning 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
Lette	r 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 an unsatisfactory state (during appointment) – Occupied Properties. e.g. heavy nicotine damage	Full Cost	Yes	£250.00 - £500.00	No
Resid	ent 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

Note, the above list is illustrative, not exhaustive. PFH may re-charge the resident unless there is absolutely no assistance available to the particular resident(s) or that by carrying out an item of work themselves it may be deemed to be a health and safety risk.